

**BEFORE THE SOLE ARBITRATOR  
HON'BLE MR. NARESH PATIL  
(FORMER CHIEF JUSTICE OF THE BOMBAY HIGH COURT)  
IN THE MATTER OF ARBITRATION BETWEEN**

**SUPREME MANOR-WADA-BHIWANDI  
INFRASTRUCTURE PRIVATE LIMITED ... Claimant**

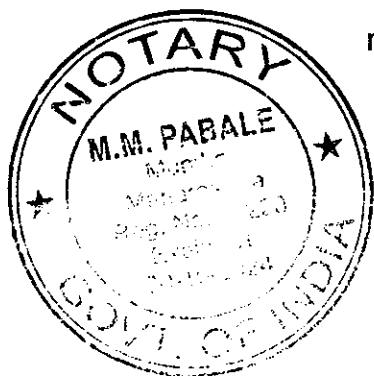
**AND**

**STATE OF MAHARASHTRA & ORS. ... Respondents**

**AFFIDAVIT OF EVIDENCE OF THE RESPONDENTS IN LIEU OF  
EXAMINATION IN CHIEF**

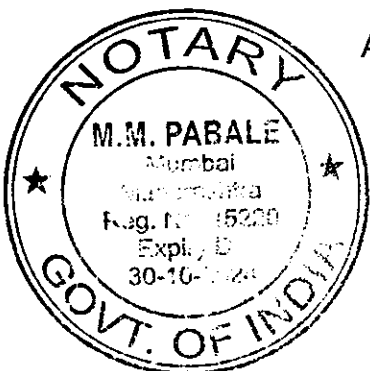
I, **VIJAY DATTATRAYA SAPKALE**, working with the State of Maharashtra, the Respondents above named in its PW Division Jawhar, District Palghar as Executive Engineer, do hereby on solemn affirmation state as under:

1. I state that I have been authorized to depose and file this Affidavit of Evidence on behalf of the Respondents in lieu of their Examination in Chief. I tender herewith original copy of the Authority Letter dated 18<sup>th</sup> August, 2021 given by the Respondents in my favour, which may be taken on record. I state that I am conversant with the facts of the case on the basis of the records of my office and competent to depose this affidavit.
2. I state that I have read over the Claimant's Statement of Claim, Affidavit of Evidences both dated 20<sup>th</sup> July, 2021 and Compilation of Documents dated 20<sup>th</sup> July, 2021 filed by the Claimant in support of their claim. I deny the contentions raised by the Claimant in their Statement of Claim; and hereby



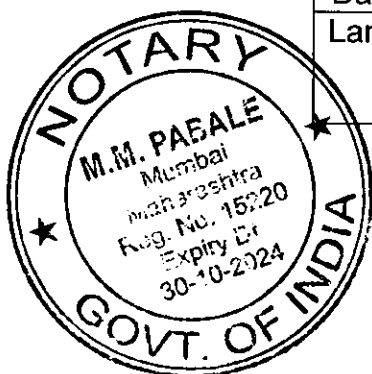
repeat, reiterate and adopt what the Respondents have stated in their Written Statement.

3. I state that the Claimant's claims against the Respondents are misconceived and non-tenable. I state that the Claimant's Statement of Claim is liable to be dismissed in limine.
  
4. I state that pursuant to the Concession Agreement dated 8<sup>th</sup> March, 2010 r/w Work Order No. 1 dated 11<sup>th</sup> October, 2010 r/w Work Order No. 2 dated 26<sup>th</sup> July, 2013, the Claimant was awarded the work of four laning of Manor-Wada Road S.H. No. 34 (Km 29/550 to Km 53/800) (24.250 Km) and Wada-Bhiwandi Road S.H. No. 35 (Km 49/000 to Km 89/070) (40.070 Km) totalling to 64.32 Km (hereinafter referred to as "**the Project Road**") and construction of bypass on Wada-Bhiwandi Road S.H. 35 Vishabharati Fata-Bhinar-Wadapa Junction on N.H. 3 (Km 0/000 to Km 7/700) totalling 7.700 Km (hereinafter referred to as "**the said Bypass Road**") in Taluka Wada/Bhiwandi/Palghar in District Thane in the State of Maharashtra on BOT basis (hereinafter collectively referred to as "**the Project**"). The said Concession Agreement dated 8<sup>th</sup> March, 2010, Work Order No. 1 dated 11<sup>th</sup> October, 2010 and Work Order No. 2 dated 26<sup>th</sup> July, 2013, have been annexed at Sr. Nos. 7 , 10 and 18 respectively at Pg. No. 547 to 548, 715 to 716 and 740 in the Claimant's Compilation of Documents. I admit contents of the said Concession Agreement and the Work Orders as true and correct.



5. I state that the Claimant had agreed and undertaken to complete construction of the Project Road within 24 months from the Work Order No. 1 dated 11<sup>th</sup> October, 2010 i.e. by 10<sup>th</sup> October, 2012. Claimant had further agreed and undertaken to complete construction of the said Bypass Road within 16 months from the Work Order No. 2 dated 26<sup>th</sup> July, 2013 i.e. by 26<sup>th</sup> November, 2014.
6. I state that out of the total 64.32 Km length of the Project Road the Claimant completed four laning of 57.22 Km length in or around February, 2013. I state that thus, there was almost 05 months delay. Thereupon, at the request of the Claimant, the Respondents issued them Provisional Completion Certificate dated 27<sup>th</sup> February, 2013. The said Provisional Completion Certificate dated 27<sup>th</sup> February, 2013 has been annexed at Sr. No. 16 at Pg. No. 737 in the Claimant's Compilation of Documents. I admit contents of the said Provisional Completion Certificate as true and correct.
7. I state that at the time of granting Provisional Completion Certificate the Claimant had, apart from the works mentioned in the punch list, left the following works of the Project Road incomplete:

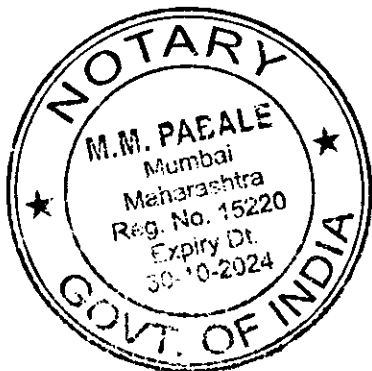
Scope of work	Incomplete work
Four laning of the Project Road.	Work on 7.10 Km is not done.
Approach roads to bridges at Daherja and Pinjal.	Construction of approach roads is not done.
Land acquisition.	18 H. 56 R land out of total 70 H 97 R land hasn't been acquired.



8. I state that the Claimant hasn't completed the said Bypass Road and has left the following works incomplete:

Scope of work	Incomplete work
New 4.00 Km four lane road.	Construction of the entire length is not done.
Four laning of existing 3.91 Km two lane road.	Four laning of the entire length is not done.
Construction of 01 major bridge	Construction of bridge is partly incomplete.
Land acquisition of 9 H. 51 R. Land	Land acquisition hasn't been done.

9. I state that the Respondents issued Toll Notification dated 1<sup>st</sup> March, 2013; and as such w.e.f. the said date the Claimant started toll collection on the Project Road. I state that the said Toll Notification dated 1<sup>st</sup> March, 2013 has been annexed at Sr. No. 17 at Pg. No.738 to 739 in the Claimant's Compilation of Documents. I admit contents of the said Toll Notification as true and correct. I state that the Claimant was collecting toll on the Project Road from 1<sup>st</sup> March, 2013 till termination of the Concession Agreement on 11<sup>th</sup> October, 2019 by the Respondents.
10. I state that along with the Provisional Completion Certificate the Respondents had given a punch list inter alia containing particulars of incomplete works. I state that the Claimant was required to complete the incomplete works of the Project Road and incomplete works of the said Bypass Road within the time stipulated therein, but the Claimant didn't complete the same. I state that the Claimant's above failure amounts to a material



breach of the Concession Agreement and the Claimants/Concessionaire event of default.

11. I state that pursuant to the Concession Agreement, it was the Claimant's obligation to maintain, keep repaired and periodically renew the Project Road as per the specifications and standards and other requirements as set forth in the said Concession Agreement, Good Industry Practice, Applicable Laws and Applicable Permits and manufacturers' guidelines and instructions. I state that Articles (5.1)(xvi), (9.4), (9.5) and (9.6) of the Concession Agreement lay down the obligations of the Claimant in that behalf. I further state that Schedule "O" in the Concession Agreement lays down the minimum maintenance requirements of the Project Road. This schedule, apart from routine maintenance requirements, under clause (3) mandates the Claimant to renew the entire Project Road once in every 06 years throughout the concession period. Additionally, as per clause (4) of this schedule if the Claimant fails to carry out the necessary repairs/maintenance work so as to maintain smoothness of the road surface as per the defined norms/limits, then the Respondents have 02 options viz. (i) to carry out the work through an external agency/contractor or (ii) to carry out the work departmentally, both at the risk and cost of the Claimant. In both the eventualities, the Respondents are entitled to recover the cost of the work from the Claimant; and to recover penalty @ twice the cost of such work. Respondents are entitled to recover these amounts from the Performance Security available with



the Respondents and to recover the shortfall directly from the Claimant. I further state that Article (9.8)(e) provides that if the Claimant fails to maintain and/or repair the Project Road in accordance with the specifications and standards and/or in accordance with the Maintenance Programme or the Maintenance Manual or the O&M Inspection Report; and fails to commence remedial work within 30 days of the notice received from the Engineer-in-Charge then the Respondents can carry out the repair and maintenance work from the Performance Security and at the risk and cost of the Claimant. Further, if the Claimant fails to recoup the Performance Security or to reimburse the expense which cannot be met from the Performance Security the Respondents are entitled to suspend toll collection until the amount is realized. In such event the Claimant is disentitled to raise any claim for loss of revenue due to toll suspension.

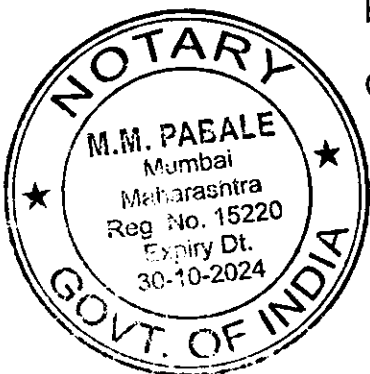
12. I state that for securing performance of their obligations under the Concession Agreement, the Claimant has furnished to the Respondents Performance Security of Rs. 8,40,00,000/- (Rupees Eight Crores & Forty Lakhs Only) (hereinafter referred to as "**the said Performance Security**"). Therefore, as per the above quoted provisions of the Concession Agreement, the Respondents are entitled to recover from the said Performance Security the costs of repairs and maintenance of the Project Road and penalty as referred to above, if the Claimant fails to perform their said obligations and consequentially the Respondents get the said works done



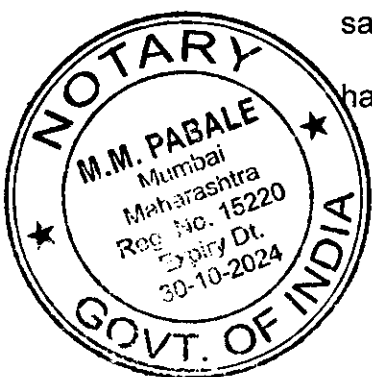
at the Claimant's risk and cost. Further, the Respondents are also entitled to recover from the Claimant the amount which cannot be recouped from the said Performance Security by suspending toll collection as stated above.

13. I state that the Claimant has been a habitual defaulter in performance of their obligations relating with repairs and maintenance of the Project Road, which were to be performed in accordance with the terms of the Concession Agreement. Such defaults had, earlier culminated into the Respondents issuing a termination notice to the Claimant in the year 2016. I state that the Claimant had then filed Arbitration Petition No. 66 of 2017 before the Hon'ble Bombay High Court. In pursuance to the directions given by the Hon'ble Bombay High Court, the Claimant had then carried out repair and maintenance work on the Project Road as per the suggestions of MERI and under MERI's supervision. MERI had submitted its final report on 10<sup>th</sup> April, 2017. I state that MERI's said final report has been annexed at Sr. No. 24 at Pg. No. 916 to 922 in the Claimant's Compilation of Documents. I admit contents of the said final report as true and correct. In view of the above the Arbitration Petition No. 66 of 2017 was disposed of and no action was taken pursuant to the termination notice then issued.

14. I state that the repair work carried out by the Claimant in the beginning of 2017 didn't last long. Further due to the Claimant's subsequent default in maintaining the Project

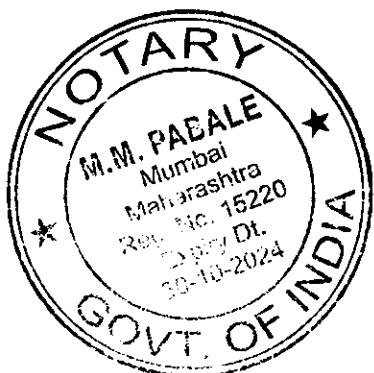


Road, its condition deteriorated. Therefore, in November, 2017, the Respondents, through tendering process appointed one Shivsai Construction for filling up potholes on Bhinar to Wadape stretch of the Project Road. I state that Work Order dated 27<sup>th</sup> November, 2017 was issued to the said Shivsai Construction. I state that the Respondents are having an office copy of the said Work Order and the original thereof would be in the custody of the said contractor. A photocopy of the said Work Order dated 27<sup>th</sup> November, 2017 has been annexed as Annexure No. 1 at Pg. No.1 in the Respondents' Compilation of Documents submitted along with this affidavit. I identify the said photocopy of the said Work Order as being exactly identical to that of the original Work Order. I admit contents of the said Work Order as true and correct. I state that the said photocopy of the said Work Order may be taken on record and marked as an Exhibit. I state that against the Respondents' estimated cost of Rs. 2,48,32,706/- (Rupees Two Crores Forty Eight Lakhs Thirty Two Thousand Seven Hundred & Six Only) the said Shivsai Construction had submitted its bid for Rs. 2,23,50,062/- (Rupees Two Crores Twenty Three Lakhs Fifty Thousand & Sixty Two Only) and the same was accepted by the Respondents. However, the actual cost of the work so carried out by the said Shivsai Construction was Rs. 2,18,71,179/- (Rupees Two Crores Eighteen Lakhs Seventy One Thousand One Hundred & Seventy Nine Only). I state that a photocopy of the Running Account Bill issued by the said Shivsai Construction as accepted by the Respondents has been annexed as Annexure No. 2 at Pg. No. 2 to 4 in the



Respondents' Compilation of Documents submitted along with this affidavit. I identify the said photocopy as being exactly identical to that of the original Running Account Bill. I admit contents of the said Running Account Bill as true and correct. I state that the said photocopy of the said Running Account Bill may be taken on record and marked as an Exhibit. I admit contents of the said Running Account Bill as true and correct. I further state that the Respondents have made payment of Rs. 2,18,71,179/- (Rupees Two Crores Eighteen Lakhs Seventy One Thousand One Hundred & Seventy Nine Only) to the said Shivsai Construction. A photocopy of Memorandum of Payment made to the said Shivsai Construction has been annexed as Annexure No. 3 at Pg. No. 5 to 6 in the Respondents' Compilation of Documents submitted along with this affidavit. I identify the said photocopy as being exactly identical to that of the original Memorandum of Payment. I admit contents of the said Memorandum of Payment as true and correct. I state that the said photocopy of the said Memorandum of Payment may be taken on record and marked as an Exhibit.

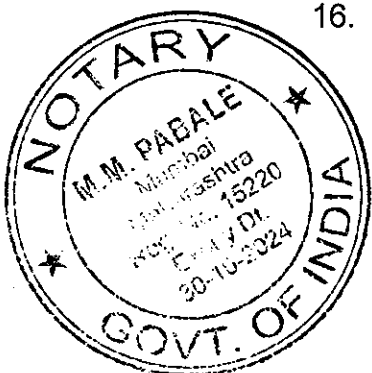
15. I state that the Respondents were expecting that after disposal of the Arbitration Petition No. 66 of 2017 the Claimant would carry out the necessary repair and maintenance work on regular basis, undertake renewal of the Project Road once in every 6 years from COD as per the terms of the Concession Agreement and also carry out and complete the incomplete works of the Project Road and incomplete works of the said



Bypass Road. But despite notices and reminders by the Respondents, the Claimant failed, neglected and avoided carrying out the said works. I state that photocopies of the notices and reminders dated 29<sup>th</sup> January, 2018, 25<sup>th</sup> May, 2018, 20<sup>th</sup> August, 2018, 3<sup>rd</sup> September, 2018 and 3<sup>rd</sup> October, 2019 issued by the Respondents to the Claimant have been annexed as Annexure Nos. 4 (Colly) at Pg. No. 7 to 19 in the Respondents' Compilation of Documents submitted along with this affidavit. I identify the said photocopies as being exactly identical to that of the offices copies of the said notices and reminders. I admit contents of the said notices and reminders as true and correct. I state that the said photocopies of the said notices and reminders may be taken on record and marked as Exhibits. I state that the Respondents had also received complaint letters from Shramajivi Sanghatna, Swabhiman Sanghatna and the Sarpanch, Kudus Village Panchayat wherein these associations/entities had raised public voice against the worst condition of the Project Road. I state that photocopies of the letter dated 20<sup>th</sup> May, 2019 of Shramajivi Sanghatna, letter dated 1<sup>st</sup> July, 2019 of Swabhiman Sanghatna, letter dated 16<sup>th</sup> July, 2019 of Shramajivi Sanghatna and letter dated 30<sup>th</sup> July, 2019 of the Sarpanch, Kudus Village Panchayat have been annexed as Annexure Nos. 5 (Colly) at Pg. No. 20 to 26 in the Respondents' Compilation of Documents submitted along with this affidavit. I identify the said photocopies as being exactly identical to that of the originals of the respective letters referred to above. I admit contents of the said letters as true

and correct. I state that the said photocopies of the said letters may be taken on record and marked as Exhibits. I state that MERI had conducted its last roughness index test on the Project Road in October, 2019. Roughness index test report submitted by MERI to the Respondents showed that the average roughness index was above the prescribed limit. I state that a photocopy of MERI's roughness index test report of October, 2019 has been annexed as Annexure No. 6 at Pg. No. 27 to 44 in the Respondents' Compilation of Documents submitted along with this affidavit. I identify the said photocopy as being exactly identical to that of the original of the MERI's said roughness index test report of October, 2019. I admit contents of the said roughness index test report as true and correct. I state that the said roughness index test report may be taken on record and marked as Exhibit. I further state that on account of worst road conditions on the Project Road, approx. 64 accidents occurred thereon in the year 2018-2019 taking toll of 32 human lives, including death of a young lady doctor on 9<sup>th</sup> October, 2019. I state that the Claimant had grossly failed, neglected and overlooked to carry out the necessary repair and maintenance work of the Project Road, to renew the Project Road in accordance with the terms of the Concession Agreement and to complete the incomplete pending works of the Project; and these constituted events of default on the Claimant's part.

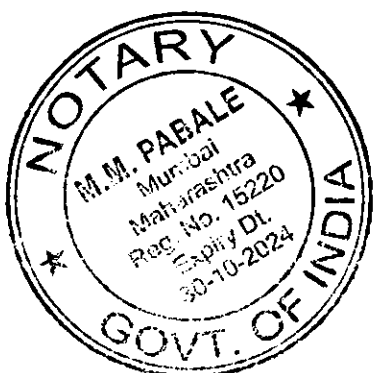
16. I state that vide termination letter dated 11<sup>th</sup> October, 2019 the Respondents have lawfully and validly terminated the



Concession Agreement. A photocopy of the said termination letter has been annexed at Sr. No. 27 at Pg. No. 1033 to 1034 in the Claimant's Compilation of Documents. I admit contents of the said termination letter as true and correct.

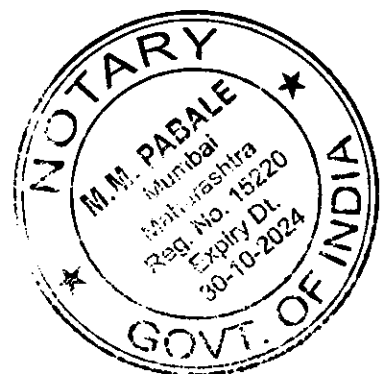
17. I state that after termination of the Concession Agreement, the Hon. Secretary (Roads), on 13<sup>th</sup> October, 2019, inspected the Project Road and observed that it was heavily damaged and was dangerous for traffic. The Hon. Secretary (Roads) therefore, gave instructions for undertaking immediate repairs to the Project Road, for completing the incomplete works and construction of the said Bypass Road. I state that a photocopy of the Inspection Note of the said inspection dated 13<sup>th</sup> October, 2019 has been annexed as Annexure No. 7 at Pg. No. 45 to 47 in the Respondents' Compilation of Documents submitted along with this affidavit. I identify the said photocopy as being exactly identical to that of the original of the said Inspection Note referred to above. I admit contents of the said Inspection Note as true and correct. I state that the said photocopy of the said Inspection Note may be taken on record and marked as Exhibit.

18. I state that state assembly elections were announced and Election Code of Conduct was enforced at or around the date of termination of the said Concession Agreement and therefore, it wasn't possible for the Respondents to invite tenders, complete the tendering process and appoint a contractor for undertaking the necessary repairs to the Project

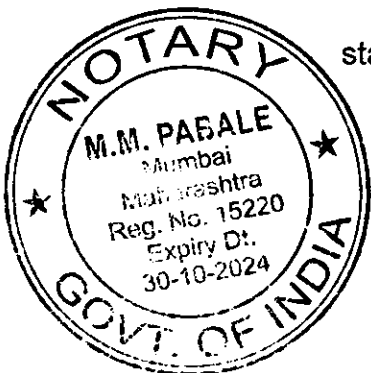


Road. Therefore, the Respondents, as per the authority vested in them vide Govt. of Maharashtra, PW Dept. GR dated 27<sup>th</sup> September, 2018 decided to award the necessary repair work of different stretches of the Project Road to the contractors who were already executing some other works for the Jawhar Division of the Respondents.

19. I state that vide sanction letter bearing No. 6522 dated 16<sup>th</sup> October, 2019 the Superintendent Engineer, Thane Division gave sanction for awarding the work of repairs of one stretch of the Project Road i.e. Manor-Wada Road S.H. No. 34 (Km 29/550 to Km 53/800) and Wada-Ambadi Road S.H. No. 35 (Km 64/000 to Km 69/000) with BM to Mr. Jayant V. Ambavane at the cost of Rs. 1,42,91,049/- (Rupees One Crore Forty Two Lakhs Ninety One Thousand & Forty Nine Only) (excluding 12% GST). I state that a photocopy of the said sanction letter bearing No. 6522 dated 16<sup>th</sup> October, 2019 has been annexed as Annexure No.8 at Pg. No. 48 to 49 in the Respondents' Compilation of Documents submitted along with this affidavit. I identify the said photocopy as being exactly identical to that of the original of the sanction letter referred to above. I admit contents of the said sanction letter as true and correct. I state that the said photocopy of the said sanction letter may be taken on record and marked as Exhibit. I state that the said contractor Mr. Jayant V. Ambavane executed the said repair work at an increased cost of Rs. 2,01,40,204/- (Rupees Two Crores One Lakh Forty Thousand Two Hundred & Four Only) (including 12% GST). I state that a photocopy of

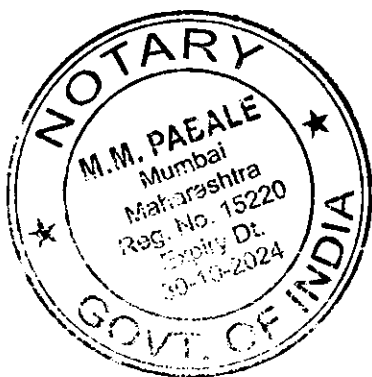


the Running Account Bill submitted by the contractor and as accepted by the Respondents has been annexed as Annexure No. 9 at Pg. No. 50 to 53 in the Respondents' Compilation of Documents submitted along with this affidavit. I identify the said photocopy as being exactly identical to that of the original of the Running Account Bill referred to above. I admit contents of the said Running Account Bill as true and correct. I state that the said photocopy of the said Running Account Bill may be taken on record and marked as Exhibit. I state that the Respondents have made payment of Rs. 1,09,40,000/- (Rupees One Crore Nine Lakhs & Forty Thousand Only) to the said Mr. Jayant V. Ambavane. I state that a photocopy of the Memorandum of Payment has been annexed as Annexure No. 10 at Pg. No. 54 to 55 in the Respondents' Compilation of Documents submitted along with this affidavit. I identify the said photocopy as being exactly identical to that of the original of the Memorandum of Payment referred to above. I admit contents of the said Memorandum of Payment as true and correct. I state that the said photocopy of the said Memorandum of Payment may be taken on record and marked as Exhibit. I state that a photocopy of account statement showing payment having been made to the contractor Mr. Jayant V. Ambavane has been annexed as Annexure No. 11 at Pg. No. 56 in the Respondents' Compilation of Documents submitted along with this affidavit. I identify the said photocopy as being exactly identical to that of the original of the account statement referred to above. I admit contents of the said account statement as true and correct. I state that the said photocopy

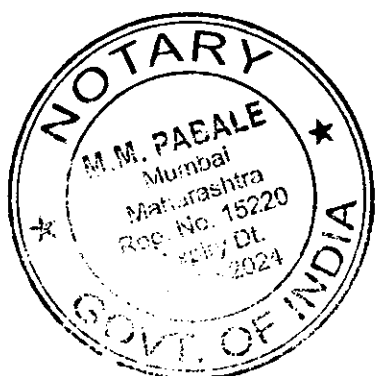


of the said account statement may be taken on record and marked as Exhibit. I admit contents of the said account statement as true and correct. I state that the payment of the remaining amount i.e. Rs. 92,00,204/- is outstanding.

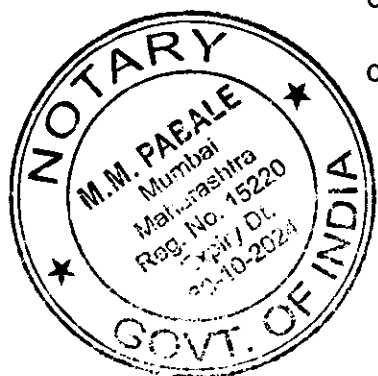
20. I state that vide another sanction letter bearing No. 6521 dated 16<sup>th</sup> October, 2019 the Superintendent Engineer, Thane Division gave sanction for awarding the work of repairs of another stretch of the Project Road from Wada to Kudus Km 49/000 to Km 64/000 to Mr. P.M. Ratnakar at the cost of Rs. 95,19,391/- (Rupees Ninety Five Lakhs Nineteen Thousand Three Hundred & Ninety One Only) (excluding 12% GST). I state that a photocopy of the said sanction letter No. 6521 dated 16<sup>th</sup> October, 2019 has been annexed as Annexure No. 12 at Pg. No. 57 to 58 in the Respondents' Compilation of Documents submitted along with this affidavit . I identify the said photocopy as being exactly identical to that of the original of the sanction letter referred to above. I admit contents of the said sanction letter as true and correct. I state that the said photocopy of the said sanction letter may be taken on record and marked as Exhibit. I state that the said contractor Mr. P.M. Ratnakar executed the said repair work at an increased cost of Rs. 1,11,81,631/- (Rupees One Crore Eleven Lakhs Eighty One Thousand Six Hundred & Thirty One Only) (including 12% GST). I state a photocopy of the Running Account Bill as accepted by the Respondents has been annexed as Annexure No. 13 at Pg. No. 59 to 62 in the Respondents' Compilation of Documents submitted along with this affidavit . I identify the



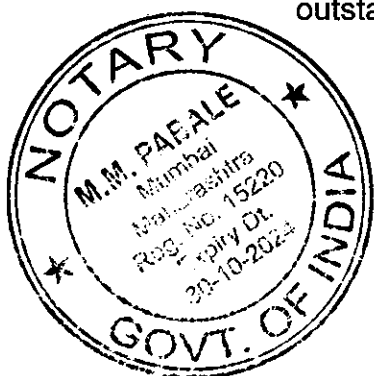
said photocopy as being exactly identical to that of the original of the said Running Account Bill referred to above. I admit contents of the said Running Account Bill as true and correct. I state that the said photocopy of the said Running Account Bill may be taken on record and marked as Exhibit. I state that the Respondents have made payment of Rs. 1,11,81,631/- (Rupees One Crore Eleven Lakhs Eighty One Thousand Six Hundred & Thirty One Only) to the said Mr. P.M. Ratnakar . I state that a photocopy of Memorandum of Payment made to Mr. P.M. Ratnakar has been annexed as Annexure No. 14 at Pg. No. 63 to 64 in the Respondents' Compilation of Documents submitted along with this affidavit. I identify the said photocopy as being exactly identical to that of the original of the said Memorandum of Payment referred to above. I admit contents of the said Memorandum of Payment as true and correct. I state that the said photocopy of the said Memorandum of Payment may be taken on record and marked as Exhibit. I state that a photocopy of the account statement showing payment having been made to Mr. P.V. Ratnakar has been annexed as Annexure No. 15 at Pg. No. 65 in the Respondents' Compilation of Documents submitted along with this affidavit. I identify the said photocopy as being exactly identical to that of the original of the said account statement referred to above. I admit contents of the said account statement as true and correct. I state that the said photocopy of the said account statement may be taken on record and marked as Exhibit.



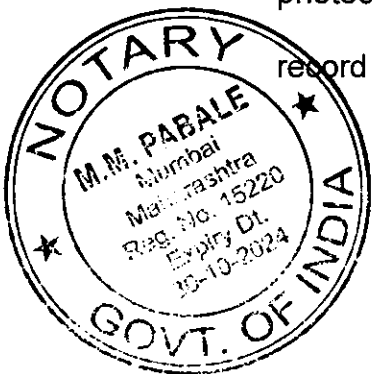
21. I state that vide sanction letter dated 18<sup>th</sup> October, 2019 the Superintendent Engineer, Thane Division gave sanction for awarding the work of repairs of another stretch of the Project Road i.e. Manor-Wada-Bhiwandi Road S.H. No. 34 (Km 29/550 to Km 53/800) and Wada-Ambadi Road S.H. No. 35 (Km 49/000 to Km 69/000) with MPM to M/s Ashirwad Construction at the cost of Rs. 92,39,977/- (Rupees Ninety Two Lakhs Thirty Nine Thousand Nine Hundred & Seventy Seven Only) (excluding 12% GST). I state that a photocopy of the said sanction letter dated 18<sup>th</sup> October, 2019 has been annexed as Annexure No.16 at Pg. No. 66 to 67 in the Respondents' Compilation of Documents submitted along with this affidavit. I identify the said photocopy as being exactly identical to that of the original of the said sanction letter referred to above. I admit contents of the said sanction letter as true and correct. I state that the said photocopy of the said sanction letter may be taken on record and marked as Exhibit. I state that the said M/s Ashirwad Construction executed the said repair work at the increased cost of Rs. 1,21,34,581/- (Rupees One Crore Twenty One Lakhs Thirty Four Thousand Five Hundred & Eighty One Only) (including 12% GST). I state that a photocopy of the Running Account Bill as accepted by the Respondents has been annexed as Annexure No. 17 at Pg. No. 68 to 69 in the Respondents' Compilation of Documents submitted along with this affidavit. I identify the said photocopy as being exactly identical to that of the original of the said Running Account Bill referred to above. I admit contents of the said Running Account Bill as true and correct. I



state that the said photocopy of the said Running Account Bill may be taken on record and marked as Exhibit. I state that the Respondents have made payment of Rs. 1,07,81,624/- (Rupees One Crore Seven Lakhs Eighty One Thousand Six Hundred & Twenty Four Only) to the said M/s Ashirwad Constructions. I state that a photocopy of Memorandum of Payment has been annexed as Annexure No. 18 at Pg. No. 70 in the Respondents' Compilation of Documents submitted along with this affidavit. I identify the said photocopy as being exactly identical to that of the original of the Memorandum of Payment referred to above. I admit contents of the said Memorandum of Payment as true and correct. I state that the said photocopy of the said Memorandum of Payment may be taken on record and marked as Exhibit. I state that photocopies of account statements showing payment having been made to the said M/s Ashirwad Constructions have been annexed as Annexure Nos. 19 to 20 at Pg. No. 71 and 72 in the Respondents' Compilation of Documents submitted along with this affidavit. I identify the said photocopies as being exactly identical to that of the original of the account statements referred to above. I admit contents of the said account statement as true and correct. I state that the said photocopies of the said account statement may be taken on record and marked as Exhibit. I state that payment of the remaining amount i.e. Rs. 13,52,957/- (Rupees Thirteen Lakhs Fifty Two Thousand Nine Hundred & Fifty Seven Only) is outstanding.

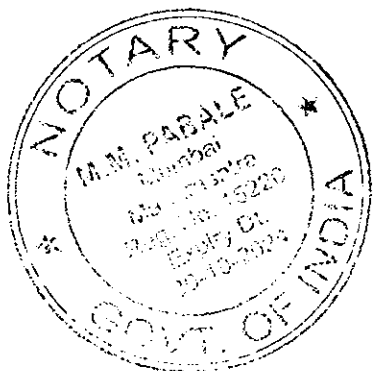


22. I state that during the inspection of the Project Road held on 13<sup>th</sup> October, 2019 the Hon. Secretary (Roads) had recorded necessity of completing construction of the said Bypass Road. However, due to enforcement of the election code of conduct bids couldn't be invited. I state that therefore, M/s Kshatriya Infrastructure Pvt. Ltd. (who was already executing another work for Jawhar Division of the Respondents), upon requisition being put forth by the Respondents, agreed to undertake immediate repairs of the existing length of the said Bypass Road from Nimbavali to Vadape at the cost of Rs. 1,38,00,000/- (Rupees One Crore & Thirty Eight Lakhs Only). I state that the Chief Engineer, Konkan (PW) Regional Division vide letter dated 17<sup>th</sup> October, 2019 granted approval for awarding the said work at the said cost to the said M/s Kshatriya Infrastructure Pvt. Ltd. I state that the said M/s Kshatriya Infrastructure Pvt. Ltd. executed the said repair work, at the cost of Rs. 1,20,25,976/- (Rupees One Crore Twenty Lakhs Twenty Five Thousand Nine Hundred & Seventy Six Only) (including 12% GST). I state that a photocopy of the Running Account Bill as accepted by the Respondents has been annexed as Annexure No. 21 at Pg. No. 73 to 76 in the Respondents' Compilation of Documents submitted along with this affidavit. I identify the said photocopy as being exactly identical to that of the original of the Running Account Bill referred to above. I admit contents of the said Running Account Bill as true and correct. I state that the said photocopy of the said Running Account Bill may be taken on record and marked as Exhibit. I state that the Respondents



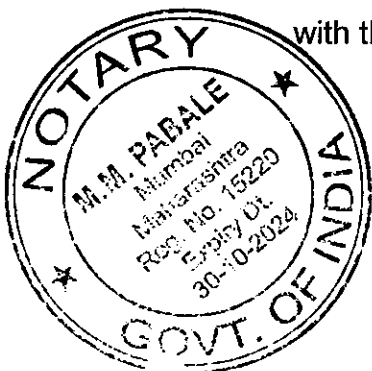
have made payment of Rs. 1,20,25,976/- (Rupees One Crore Twenty Lakhs Twenty Five Thousand Nine Hundred & Seventy Six Only) to the said M/s Kshatriya Infrastructure Pvt. Ltd. I state that a photocopy of Memorandum of Payment has been annexed as Annexure No. 22 at Pg. No. 77 to 78 in the Respondents' Compilation of Documents submitted along with this affidavit. I identify the said photocopy as being exactly identical to that of the original of the Memorandum of Payment referred to above. I admit contents of the said Memorandum of Payment as true and correct. I state that the said photocopy of the said Memorandum of Payment may be taken on record and marked as Exhibit. I state that a photocopy of the account statement showing payment having been made to the said M/s Kshatriya Infrastructure Pvt. Ltd. has been annexed as Annexure No. 23 at Pg. No. 79 in the Respondents' Compilation of Documents submitted along with this affidavit. I identify the said photocopy as being exactly identical to that of the original of the account statement referred to above. I admit contents of the said account statement as true and correct. I state that the said photocopy of the said account statement may be taken on record and marked as Exhibit.

23. I state that after termination of the Concession Agreement the Respondents, through the above named independent contractors carried out the necessary repairs and maintenance work of the Project Road on war footing basis. I state that photographs showing post repairs condition of the Project Road have been annexed as Annexure Nos. 24 at Pg. No. 80

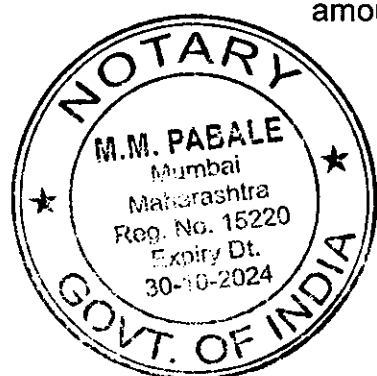


to 106 in the Respondents' Compilation of Documents submitted along with this affidavit. I state that the said photographs were taken at the instructions of the Respondents and the same show the true condition of the Project Road after its repairs.

24. I state that vide Work Order dated 31<sup>st</sup> October, 2019 the Respondent awarded the work of one year routine maintenance of the Project Road to M/s Mayur Constructions & Developers at the cost of Rs. 2,80,48,130/- (Rupees Two Crores Eighty Lakhs Forty Eight Thousand One Hundred & Thirty Only). I state that a photocopy of the said Work Order dated 31<sup>st</sup> October, 2019 has been annexed as Annexure No. 25 at Pg. No. 107 in the Respondents' Compilation of Documents submitted along with this affidavit. I identify the said photocopy as being exactly identical to that of the original of the Work Order referred to above. I admit contents of the said Work Order as true and correct. I state that the said photocopy of the said Work Order may be taken on record and marked as Exhibit. I state that the said M/s Mayur Constructions & Developers executed the said routine maintenance work at Rs. 2,83,41,510/- (Rupees Two Crores Eighty Three Lakhs Forty One Thousand Five Hundred & Ten Only) (including 12% GST). I state that a photocopy of the Running Account Bill as accepted by the Respondents has been annexed as Annexure No. 26 at Pg. No. 108 to 110 in the Respondents' Compilation of Documents submitted along with this affidavit. I identify the said photocopy as being exactly

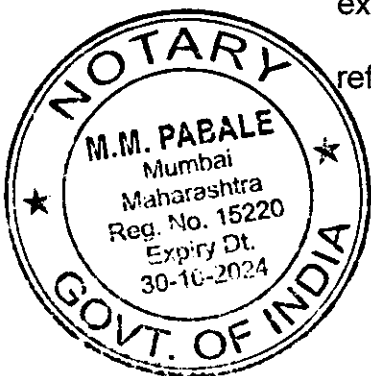


identical to that of the original Running Account Bill referred to above. I admit contents of the said Running Account Bill as true and correct. I state that the said photocopy of the said Running Account Bill may be taken on record and marked as Exhibit. I state that the Respondents have made payment of Rs. 1,15,00,000/- (Rupees One Crore & Fifteen Lakhs Only) to the said M/s Mayur Constructions & Developers. I state that a photocopy of Memorandum of Payment of the said Running Account Bill has been annexed as Annexure No. 27 at Pg. No. 111 in the Respondents' Compilation of Documents submitted along with this affidavit. I identify the said photocopy as being exactly identical to that of the original Running Account Bill referred to above. I admit contents of the said Running Account Bill as true and correct. I state that the said photocopy of the said Running Account Bill may be taken on record and marked as Exhibit. I state that a photocopy of account statement showing payment having been made to the said M/s Mayur Constructions & Developers has been annexed as Annexure No. 28 at Pg. No. 112 in the Respondents' Compilation of Documents submitted along with this affidavit. I identify the said photocopy as being exactly identical to that of the original of the account statement referred to above. I admit contents of the said account statement as true and correct. I state that the said photocopy of the said account statement may be taken on record and marked as Exhibit. I state that payment of the remaining amount i.e. Rs. 1,68,41,510/- (Rupees One Crore Sixty Eight



Lakhs Forty One Thousand Five Hundred & Ten Only) is outstanding.

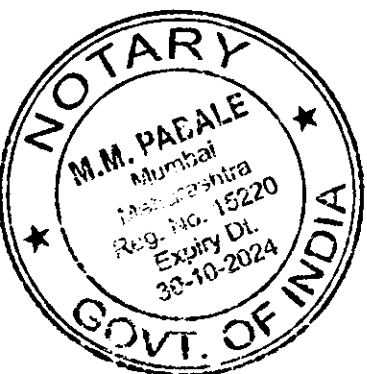
25. I state that before the onset of monsoon 2020, the Respondents, through tendering process awarded the contract of carrying out repairs (potholes filling) to the stretch of the Project Road SH 35 KM 49/000 to KM 69/000 to M/s Jai Bharat Constructions at the cost of Rs. 2,14,09,755/- (Rupees Two Crores Fourteen Lakhs Nine Thousand Seven Hundred & Fifty Five Only) and issued Work Order dated 10<sup>th</sup> July, 2020 in their favour. I state that a photocopy of the said Work Order dated 10<sup>th</sup> July, 2020 has been annexed as Annexure No. 29 at Pg. No. 113 in the Respondents' Compilation of Documents submitted along with this affidavit. I identify the said photocopy as being exactly identical to that of the original Work Order referred to above. I admit contents of the said Work Order as true and correct. I state that the said photocopy of the said Work Order may be taken on record and marked as Exhibit. I state that the Respondents have approved the First Running Account Bill of Rs. 1,03,42,290/- (Rupees One Crore Three Lakhs Forty Two Thousand Two Hundred & Ninety Only) for the work executed by the said M/s Jai Bharat Constructions. I state that a photocopy of the said First Running Account Bill has been annexed as Annexure No. 30 at Pg. No. 114 to 116 in the Respondents' Compilation of Documents submitted along with this affidavit. I identify the said photocopy as being exactly identical to that of the original Running Account Bill referred to above. I admit contents of the said Running



Account Bill as true and correct. I state that the said photocopy of the said Running Account Bill may be taken on record and marked as Exhibit. I state that payment of the said First Running Bill is outstanding.

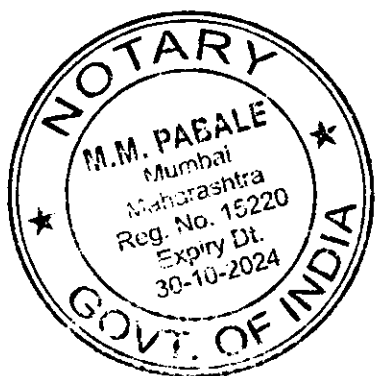
26. I state that vide Work Order dated 30<sup>th</sup> September, 2020 the Respondent awarded the work of one year routine maintenance of the Project Road to M/s Mayur Constructions & Developers at the cost of Rs. 3,07,62,690/- (Rupees Three Crores Seven Lakhs Sixty Two Thousand Six Hundred & Ninety Only). I state that a photocopy of the said Work Order dated 30<sup>th</sup> September, 2020 has been annexed as Annexure No. 31 at Pg. No. 117 in the Respondents' Compilation of Documents submitted along with this affidavit. I identify the said photocopy as being exactly identical to that of the original Work Order referred to above. I admit contents of the said Work Order as true and correct. I state that the said photocopy of the said Work Order may be taken on record and marked as Exhibit. I state that after adding applicable 12% GST, the Respondents will have to pay to the said M/s Mayur Constructions & Rs. 3,44,54,212/- (Rupees Three Crores Forty Four Lakhs Fifty Four Thousand Two Hundred & Twelve Only).

27. I state that in the manner set out in the foregoing paragraph (14) and paragraphs (19) to (26) of this affidavit from the year 2017 till July, 2020 the Respondents have carried out repair work of the Project Road through the independent



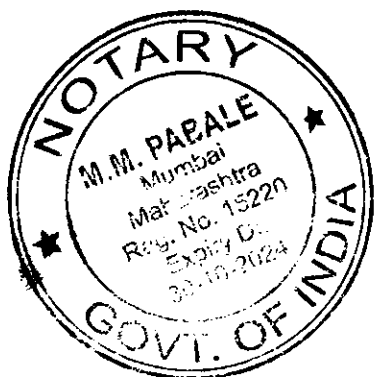
contractors/agencies as named in the said paragraphs at the cost and risk of the Claimant because the Claimant had failed to carry out the same. I state that the Respondents have incurred cost of Rs. 16,15,59,048/- (Rupees Sixteen Crores Fifteen Lakhs Fifty Nine Thousand & Forty Eight Only). I state that as per clause 9.8(e) of the Concession Agreement the Respondents are entitled to recover part of the cost so incurred by encashing the Performance Security of Rs. 8,40,000,00/- (Rupees Eight Crores & Forty Lakhs Only) furnished to them by the Claimant and recover the shortfall i.e. 7,75,59,048/- (Rupees Seven Crores Seventy Five Lakhs Fifty Nine Thousand & Forty Eight Only) directly from the Claimant. I further state that as per Article (19.3)(h) of the Concession Agreement the Respondents are also entitled to recover interest on the said amount of Rs. 16,15,59,048/- (Rupees Sixteen Crores Fifteen Lakhs Fifty Nine Thousand & Forty Eight Only) @ SBI PLR i.e. 13.70%. Respondents have quantified their claim for interest @ Rs. 2,21,33,590/- (Rupees Two Crores Twenty One Lakhs Thirty Three Thousand Five Hundred & Ninety Only) from the date of the Respondents incurring the respective cost/from the date of termination of the Concession Agreement till the date of filing of their Counter-Claim.

28. I state that pursuant to clause (4) in Schedule "O" of the Concession Agreement, if the Claimant fails to repair and maintain the Project Road in accordance with the terms of the Concession Agreement; and if the Respondents carry out the



said work at the risk and cost of the Claimant, then the Claimant is liable to pay to the Respondents and the Respondents are entitled to recover from the Claimant twice the amount so expended by them on repair and maintenance of the Project Road as penalty. I state that owing to the Claimant's failure the Respondents have carried out the necessary repairs and maintenance works at the Claimant's risk and cost; and have incurred cost of Rs. 16,15,59,048/- (Rupees Sixteen Crores Fifteen Lakhs Fifty Nine Thousand & Forty Eight Only) on the said count. I state that the details of the work so carried out and the cost incurred thereon have been elaborated in the foregoing paragraphs of this affidavit. I state that therefore, as per clause (4) in Schedule "O" of the Concession Agreement, the Claimant is liable to pay to the Respondents a sum of Rs. 32,31,18,096/- (Rupees Thirty Two Crores Thirty One Lakhs Eighteen Thousand & Ninety Six Only) towards penalty.

29. I state that Clause (3) of Schedule "O" of the Concession Agreement mandates the Claimant to renew the entire Project Road once in every 06 years throughout the concession period. As such the Claimant was bound to renew the entire Project Road in the 6<sup>th</sup> year of COD i.e. in 2019. However, despite notices and reminders the Claimant didn't start and carry out the said renewal work until termination of the Concession Agreement. This amounts to Claimant's/Concessionaire's event of default. I state that therefore, the Respondents are required to carry out the said



renewal work of the Project Road through independent contractors/agencies and at the risk and cost of the Claimant. I further state that the condition of the road has deteriorated beyond repairs at several locations. Therefore, the Respondents are now required to carry out reconstruction of the Project Road at those locations where it has deteriorated beyond repairs. This work will also be carried out through independent contractors/agencies and at the risk and cost of the Claimant. I further state that the Claimant has also not completed the Project in conformity with the Concession Agreement inasmuch as that the Claimant has kept the following works incomplete and has virtually abandoned them viz.

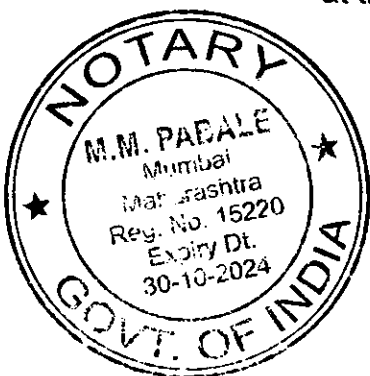
**About the Project Road:**

Scope of work	Incomplete work
Four laning of the Project Road.	Work on 7.10 Km is not done.
Approach roads to bridges at Daherja and Pinjal.	Construction of approach roads is not done.
Land acquisition.	18 H. 56 R land out of total 70 H 97 R land not acquired.

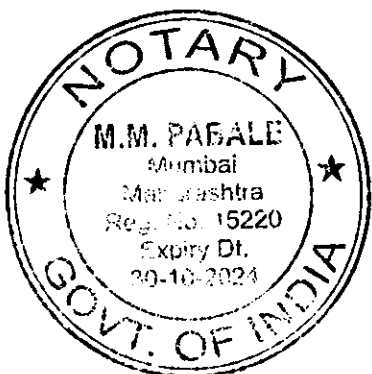
**About the Bypass Road:**

Scope of work	Incomplete work
New 4.00 Km four lane road.	Construction of the entire length is not done.
Four laning of existing 3.91 Km two lane road.	Four laning of the entire length is not done.
Construction of 01 major bridge	Construction is not done.
Land acquisition of 9 H. 51 R. Land	Land acquisition hasn't been done.

I state that the Respondents are required to carry out the said Pending Works through independent contractors/agencies and at the risk and cost of the Claimant.

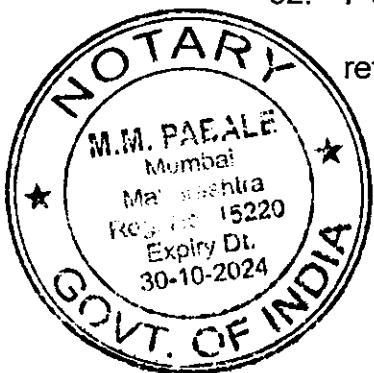


30. I state that the Respondents, through tendering process have appointed M/s Technogem Consultants Pvt. Ltd. as consultants for preparation of Detailed Project Report for Reconstruction of the Project Road and for carrying out the Pending Works as referred to in the foregoing paragraphs; and issued them Work Order dated 29<sup>th</sup> November, 2019. I state that a photocopy of the said Work Order dated 29<sup>th</sup> November, 2019 issued to the said M/s Technogem Consultants Pvt. Ltd. has been annexed as Annexure No. 32 at Pg. No. 118 in the Respondents' Compilation of Documents submitted along with this affidavit. I identify the said photocopy as being exactly identical to that of the original Work Order referred to above. I admit contents of the said Work Order as true and correct. I state that the said photocopy of the said Work Order may be taken on record and marked as Exhibit.
31. I state that the scope of work of the said Consultants includes estimation of quantities and costs of carrying out the said renewal of the Project Road, reconstruction of those stretches which have deteriorated beyond repairs and completing all those works of the Project Road which the Claimant hasn't completed and abandoned (hereinafter referred to as "**the said Renewal, Reconstruction and Pending Works**") and estimation of the cost of complete reconstruction of the Project Road and construction of the said Bypass Road. I state that the said Consultants have submitted their detailed report; and a photocopy of relevant extract from the said report has been annexed as Annexure No. 33 at Pg. No. 119 to 122 in the



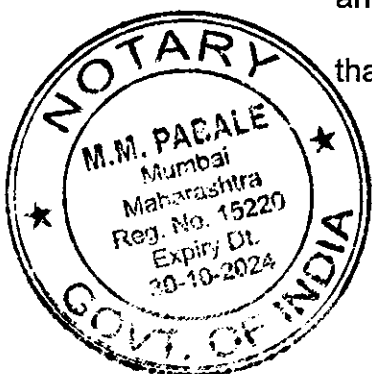
Respondents' Compilation of Documents submitted along with this affidavit. I identify the said photocopy as being exactly identical to that of the original report referred to above. I admit contents of the said extract of the said report as true and correct. I state that the said photocopy of the said extract of the said report may be taken on record and marked as Exhibit. I state that as per the said Consultant's report the estimated cost of the Renewal and Reconstruction of the Project Road is Rs. 168,29,00,000/- (Rupees One Hundred Sixty Eight Crores & Twenty Nine Lakhs Only), if carried out in the year 2020-2021; and the estimated cost of construction of the said Bypass Road is Rs. 187,59,05,394/- (Rupees One Hundred Eighty Seven Crores Fifty Nine Lakhs Five Thousand Three Hundred & Ninety Four Only), which includes land acquisition cost of Rs. 25,00,00,000/- (Rupees Twenty Five Crores Only). I state that the Respondents have separately claimed the said land acquisition cost in Claim No. (4) in their Counter Claim and therefore, the Respondents have estimated the cost of construction of the said Bypass Road (excluding cost of land acquisition) at Rs. 162,59,05,934/- (Rupees One Hundred Sixty Two Crores Fifty Nine Lakhs Five Thousand Nine Hundred Thirty Four Only). I state that as per the provision of clause (3.1)(f) of the Concession Agreement the Respondents are entitled to recover the said estimated costs from the Claimant; and also escalation therein, if any.

32. I state that the failures/defaults on the Claimant's part as referred to above have occurred when the said Concession



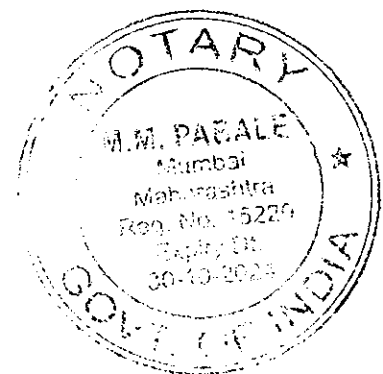
Agreement was subsisting and therefore, the Claimant is liable to pay to the Respondents twice the amount of the said estimated cost i.e. Rs. 336,58,00,000/- (Rupees Three Hundred Fifty Six Lakhs & Fifty Eight Lakhs Only) as penalty in accordance with clause (4) in Schedule "O" of the Concession Agreement.

33. I state that as per the Work Order dated 29<sup>th</sup> November, 2019 the Respondents have to pay Rs. 1,99,00,000/- (Rupees One Crore & Ninety Nine Lakhs Only) to the said M/s Technogem Consultants Private Limited towards consultancy fee. Respondent have made part payment of Rs. 46,96,400/- (Rupees Forty Six Lakhs Ninety Six Thousand & Four Hundred Only) to the said consultants. I state a photocopy of account statement showing the said part payment having been made to the said M/s Technogem Consultants Pvt. Ltd. has been annexed as Annexure No. 34 at Pg. No. 123 in the Respondents' Compilation of Documents submitted along with this affidavit. I identify the said photocopy as being exactly identical to that of the original account statement referred to above. I admit contents of the said account statement as true and correct. I state that the said photocopy of the said account statement may be taken on record and marked as Exhibit. I state that the Respondents were required to avail services of the said Consultant due to the Claimant's failure to timely renew the Project Road, reconstruct its deteriorated portions and also to complete the pending works of the Project. I state that therefore, the Claimant is liable to reimburse to the



Respondents the consultation fee amounting to Rs. 1,99,00,000/- (Rupees One Crore & Ninety Nine Lakhs Only) payable to M/s Technogem Consultants Pvt. Ltd.

34. I state that as per the Concession Agreement, lands which were affected by the Project Road were required to be acquired for and in the name of the Respondents. Land acquisition was to be done by the Claimant for an on behalf of the Respondents. It was to be done through private treaties i.e. by way of sale deeds with the account holders. Claimant was to do the necessary procedural acts of identifying the account holders whose lands were to be acquired, negotiations with them, execution and registration of the sale deeds, mutation of land records in the Respondents' name and taking possession of the acquired land. Respondents were to reimburse to the Claimant the land cost of the acquired land. I state that land acquisition for the Project Road was supposed to be completed before completing the Project Road i.e. within 24 months from the date of the Work Order No. 1 dated 11<sup>th</sup> October, 2010. Likewise land acquisition for the Bypass Road was supposed to be completed before completing Bypass Road i.e. within 16 months from the Work Order No. 2 dated 26<sup>th</sup> July, 2013. I state that the Claimant hasn't acquired 18 H 56 R land which was required for the Project Road and 9 H 51 R land which was required for the said Bypass Road. I state that for completing four laning of 7.10 Km stretch of the Project Road and for constructing the Bypass Road, the Respondents are required to acquire the

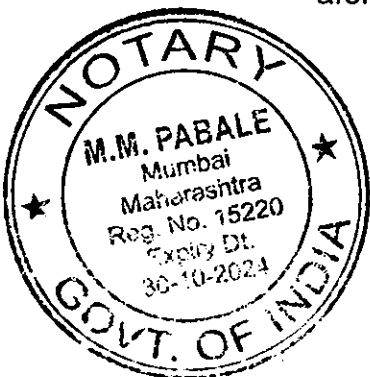


said 18 H 56 R land and 9 H 51 R land respectively. However, due to this delay on the Claimant's part the Respondents are required to incur increased cost for land acquisition, details of which are as under:

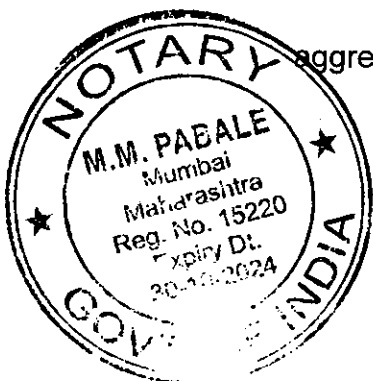
Land Portion	Original Cost In Rs. Crore	New Cost In Rs. Crore	Increase in the Cost In Rs. Crore
18 H 56 R	Rs. 14.79	37.12	Rs. 22.33
9 H 51 R	Rs. 8.00	27.85	Rs. 19.85
<b>Total increase in the Cost</b>			<b>Rs. 42.18</b>

I state that land acquisition was not completed due to the failure and neglect on the Claimant's part which has led to increase in the cost of the land so to be acquired. I state that therefore, the Claimant is bound to bear this monetary liability and pay to the Respondents the increased cost of land acquisition amounting to Rs. 42,18,00,000/- (Rupees Forty Two Crores & Eighteen Lakhs Only).

35. I state that the Claimant has acquired 52 H 41 R land for the Project Road and it has been used for widening/four laning of the Project Road. However, the Claimant hasn't paid the agreed consideration amount in full to the concerned account holders. I state that resultantly the Respondents have become liable to pay to the concerned account holders an aggregate amount of Rs. 8,33,00,000/- (Rupees Eight Crores & Thirty Three Lakhs Only) towards ground rent from the year 2014 onwards till date. I state that this additional liability has arisen due to the Claimant's failure; and hence they are bound to bear this monetary liability and pay to the Respondents the aforesaid amount of ground rent.

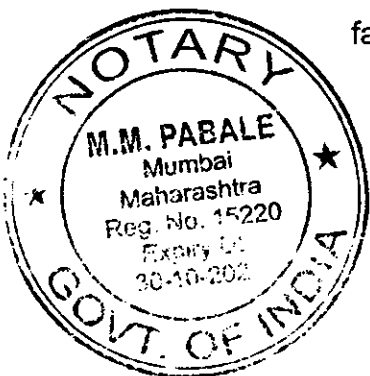


36. I state that the Respondents had proposed to construct the said Bypass Road for dividing the traffic and thereby lessen the burden of traffic on the Project Road. I state that the Claimant failed to construct the said Bypass Road and abandoned its work for no valid, just and tenable reasons; and resultantly, the purpose for which the said Bypass Road was proposed hasn't been achieved. I state that heavy traffic on the Project Road coupled with the lack of proper repairs and maintenance, have acted as a catalyst for deteriorating the Project Road. Traffic jams on the Project Road and slowing down speed of the vehicles due to the potholes have led to wastage of human working hours, wastage of fuel etc. and also added to the air and noise pollution in the area. I state that had the Claimant properly performed their contractual obligations the said wastages and environmental adverse impacts would not have occurred. I state that the Claimant is solely responsible for the aforesaid wastages and adverse impacts; and liable to make good the same. I state that the Claimant has operated the Project Road for approx. 6 years and 6 months i.e. from 1<sup>st</sup> March, 2013 being the date of Toll Notification until 11<sup>th</sup> October, 2019 being the date of termination of the Concession Agreement. During this period per day on an average 7000 vehicles have plyed on the Project Road, totalling to 1,61,00,000 vehicles during the entire operation period. Minimum average time wasted by each vehicle on the Project Road due to traffic jams and slowing down of the speed is 30 minutes per day. Thus, on an aggregate 80,50,000 human hours have been wasted during



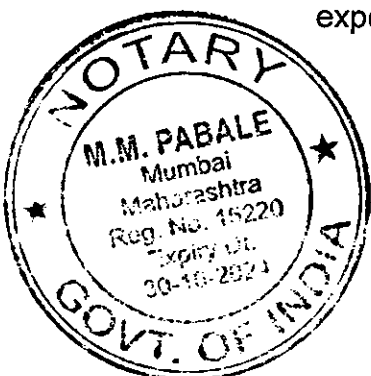
the entire operation period. I state that the approx. monetary value of the said lost human hours is Rs. 80,50,00,000/- (Rupees Eighty Crores & Fifty Lakhs Only). I state that further, on the basis of average fuel consumption of motor vehicles, it has been estimated that approx. 500 ml. fuel per vehicle per day has been wasted on the Project Road. This aggregates to wastage of approx 80,50,00,000 Ltrs. of fuel throughout the entire operation period; and its approx. monetary value amounts to Rs. 40,25,00,000/- (Rupees Forty Crores & Twenty Five Lakhs Only). I state that the damage caused due to air and noise pollution cannot be evaluated in the monetary terms. I state that the Respondents have quantified the damages so caused due to the wastage of human and natural resources and environmental adverse impacts at Rs. 5,00,00,000/- (Rupees Five Crores Only) and the Respondents are entitled to recover the said amount from the Claimant.

37. I state that as per the Concession Agreement it was mandatory on the Claimant to repair and maintain the Project Road in accordance with the terms thereof and to ensure that it is smooth and safe for commutation. But the Claimant failed to perform the said obligations. Though the failure was that of the Claimant, it were the Respondents and their officers who had to face public outrage and wrath. I state that on many occasions the Respondents officers had to face protests and agitations by the social organizations, public at large etc., to face physical assaults from the outraged public and also to



defend PIL though the Respondents were never at fault. I state that though the Claimant had constructed; and was operating and maintaining the Project Road, as the work was carried out for and on behalf of the Respondents, the members of the public at large identify the Project Road with the Respondents and hold the Respondents liable for its worst condition. This has severely maligned the Respondents' image among the public at large and the condition of the Project Road has become a subject for mocking the Respondents. I state that even though the damage so caused to the Respondents' image as "Government" is irreparable, but the Respondents notionally quantify the same at Rs. 100,00,00,000/- (Rupees One Hundred Crores Only). I state that the said damage is attributable to the Claimant and hence they are liable to compensate the Respondents for the same.

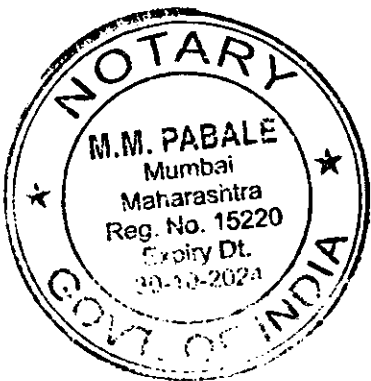
38. I state that the Respondents have lawfully and validly terminated the Concession Agreement. I state that the Claimants by their conduct viz. by voluntarily stopping toll collection and by handing over project assets to the Respondents immediately after termination have accepted the termination. Irrespective of the above, the Claimant has filed the present Arbitration Proceedings for recovery of various claims, though the same are not tenable – either under the said Concession Agreement and/or under the law. I state that in the circumstances, the Respondents are constrained to defend a misconceived litigation and thereby incur huge expenses and legal costs. These expenses and legal costs



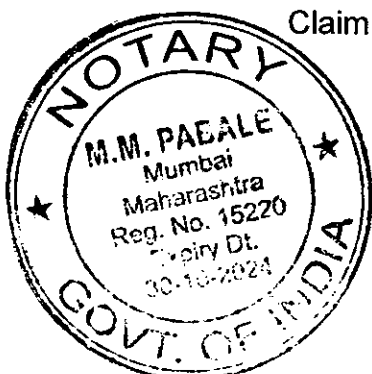
are attributable to the Claimant. I state that the Respondents have estimated their cost of defending the present Arbitration Proceedings at Rs. 1,00,00,000/- (Rupees One Crore Only) which the Claimant is liable to pay them.

39. I state that the Respondents are entitled to receive interest on the amounts claimed in this Counter-Claim from the date of filing of this Counter-claim till the date of payment and/or realization thereof. Article (19.3)(h) of the Concession Agreement provides that the rate of interest in the award shall not be more than SBI-PLR. I state that accordingly, the Respondents have claimed interest in their Counter-Claim.

40. I state that the Claimant is liable to pay to the Respondent a total amount of Rs. 1045,14,17,802/- (Rupees One Thousand Forty Five Crores Fourteen Lakhs Seventeen Thousand Eight Hundred & Two Only) towards recovery/reimbursement of costs incurred and towards penalty as more particularly set out in the Respondent's Counter-Claim, interest on the above amount @ SBI PLR up to the date of filing of Counter-Claim, Rs. 225,75,00,000/- (Rupees Two Hundred Twenty Five Crores & Seventy Five Lakhs Only) towards damages and Rs. 1,00,00,000/- (Rupees One Crore Only) towards the cost of the present arbitration proceedings. I further state that that in the facts and circumstances of the case the Respondents are also entitled to other reliefs as prayed for in their Counter-Claim.



41. I state that the Respondents have validly terminated the said Concession Agreement on the ground of the Concessionaire's/Claimant's events of default. I state that by inherent provisions in the Concession Agreement the Respondents are entitled to receive various amounts/claims as set forth in their Counter-Claim. I therefore, respectfully submit that the Respondents' said Counter-Claim may be allowed.
42. I state that the Claimant's Statement of Claim is wholly misconceived. The amount claimed in the Statement of Claim are completely baseless. Material produced by the Claimant in support of their claims does not substantiate that the Claimant is eligible to receive the amounts as claimed. I therefore, submit that the Claimant's Statement of Claim may be dismissed with costs.
43. Without prejudice to the submission made in the foregoing para (38) and without admitting the Claimant's case I state that even though the Claimant is eligible to claim "termination payment" from the Respondents as per Article (16.2) of the Concession Agreement, the amount of termination payment, if any awarded to the Claimant, is required to be adjusted against the amount claimed by and awarded to the Respondents. Thus, the Claimant's claim as agitated in the Statement of Claim is subject to the Respondents' Counter-Claim against the Claimant. I submit that considering the said



position appropriate orders and directions may be passed by  
the Hon'ble Arbitrator in the interest of justice.

For the STATE OF MAHARASHTRA

Solemnly affirmed at Mumbai )

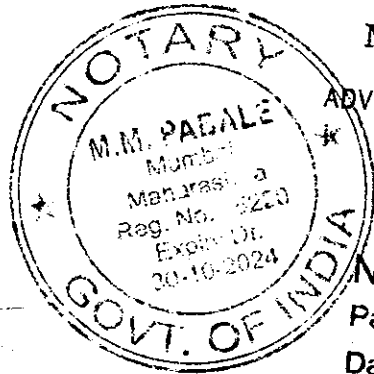
On this 19<sup>th</sup> day of August, 2021 )

**KADAM & COMPANY**  
Advocates for the Respondents

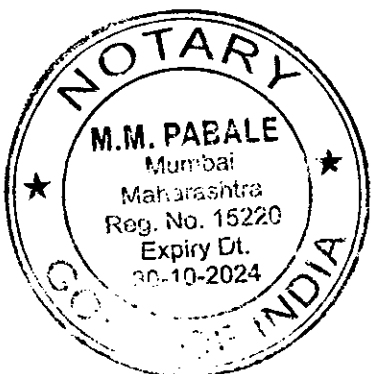
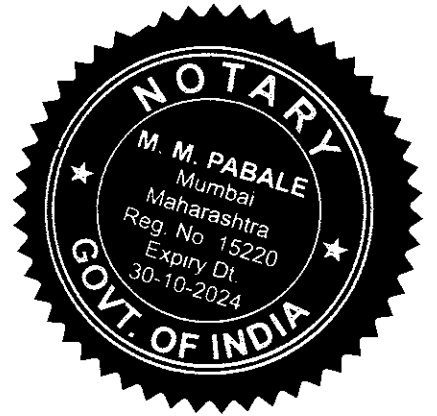
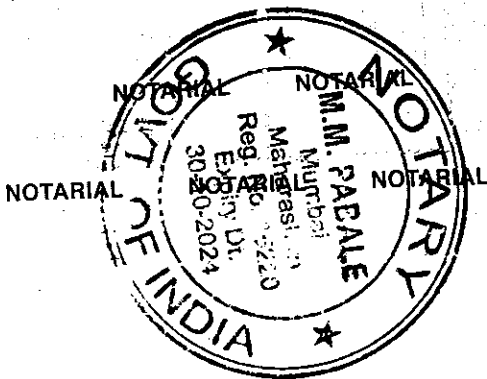
**VIJAY DATTATRAY SAPKALE**  
Executive Engineer-PW Division-  
Jawhar, District – Palghar,  
Respondents



**BEFORE ME**

**MANISH M. PABALE**  
B.Sc. LL.M.  
ADVOCATE & NOTARY (GOVT. OF INDIA)  
104, Natwar Chambers,  
94 Nagindas Master Road,  
Fort, Mumbai - 400 001



**NOTED & REGISTERED**  
Page No. 18/21...Sr. No. 396  
Date..... 19 AUG 2021



	<b>अधीक्षक अभियंता यांचे कार्यालय</b> <b>ठाणे सा.बां.मंडळ, ठाणे</b> <b>स्टेशन रोड ठाणे, (पश्चिम) - ४०० ६०१</b>	 <b>माहितीचा अधिकार</b>
<b>जा.क्र.ठांमं/सा.बां./१७४४</b>		<b>दिनांक - १७/१२/२१</b>

प्रति,  
 व्ही.डी.सपकाळे  
 कार्यकारी अभियंता  
 सार्वजनिक बांधकाम विभाग जव्हार  
 जि पालघर

**विषय : न्यायालयीन कामकाजासाठी प्राधिकृत करणेबाबत**

**संदर्भ :** खाजगीकरणांतर्गत ठाणे जिल्ह्यातील मनोर ते वाडा (रामा ३४) किमी २९/५५० ते ५३/८०० व वाडा ते भिवंडी (रामा ३५) किमी ४९/०० ते किमी ८९/०७० (एकूण लांबी ६४.३२० किमी) रस्त्याचे वाडा व भिवंडी रस्ता रामा क्र ३५ वरील विश्वभारती फाटा भिनार वडपा जंक्शन किमी ०/०० ते ७/७०० हया ७.७० किमी बाहयवळण रस्त्याचे बांधकाम करणे

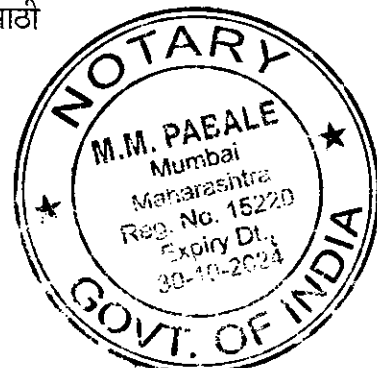
उपरोक्त संदर्भीय विषयानुसार विषयांकित रस्त्याच्या उदयोजकाला टर्मिनेट केल्यामुळे, उदयोजकाने नुकसान भरपाईसाठी उच्च न्यायालयात याचिका दाखल केलेली आहे. त्याची सुनावणी लवादासमोर सुरु असून, शासनाच्या वतीने बाजू मांडण्यासाठी खाजगी विधी सल्लागाराची नेमणूक करण्यात आलेली आहे.

न्यायालयीन कामकाजासाठी लागणारी सर्व आवश्यक कागदपत्रे पुरविणे, न्यायालयाच्या सुनावणीचे दिवशी प्रत्यक्ष न्यायालयात हजर राहणे, विधी सल्लागार यांना आवश्यक ती सर्व माहिती पुरविणे, शासनातर्फे दाखल होणा-या सर्व कागदपत्रांवर स्वाक्षरी करणे इत्यादी कामासाठी शासनाचे अधिकृत प्रतिनिधी म्हणून आपली नेमणूक करणेत येत आहे.

आपण वेळोवेळी न्यायालयात हजर राहून होणा-या कामकाजाबाबत या कार्यालयास अवगत करावे.

(विलास कोत्रळे)  
 अधीक्षक अभियंता  
 ठाणे (सा.बां) मंडळ ठाणे

प्रत : मुख्य अभियंता सा.बां. कोकण प्रादेशिक विभाग मुंबई यांना माहितीसाठी व पुढील कार्यवाहीसाठी सविनय सादर  
 प्रत: उपअभियंता सा. बां. उपविभाग वाडा जि पालघर यांना माहितीसाठी



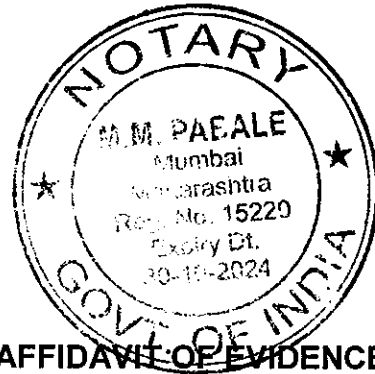
**BEFORE THE SOLE ARBITRATOR  
HON'BLE MR. NARESH PATIL  
(FORMER CHIEF JUSTICE OF THE BOMBAY  
HIGH COURT)**

**IN THE MATTER OF ARBITRATION BETWEEN**

**SUPREME MANOR-WADA-BHIWANDI  
INFRASTRUCTURE PRIVATE LIMITED  
... Claimant**

**AND**

**STATE OF MAHARASHTRA & ORS.  
... Respondents**



**AFFIDAVIT OF EVIDENCE ON BEHALF  
OF THE RESPONDENTS IN LIEU OF  
EXAMINATION IN CHIEF**

**DATED THIS 30<sup>th</sup> DAY OF AUGUST, 2021**

**KADAM & COMPANY**  
Advocates for the Respondents  
305-306, 3<sup>rd</sup> Floor, Yusuf Building,  
M.G. Road,  
Fort,  
Mumbai 400 001.

**BEFORE THE SOLE ARBITRATOR  
HON'BLE MR. NARESH PATIL  
(FORMER CHIEF JUSTICE OF THE BOMBAY HIGH COURT)  
IN THE MATTER OF ARBITRATION BETWEEN**

**SUPREME MANOR-WADA-BHIWANDI  
INFRASTRUCTURE PRIVATE LIMITED**

**... Claimant**

**AND**

**STATE OF MAHARASHTRA & ORS.**

**... Respondents**

**COMPILATION OF DOCUMENTS IN SUPPORT OF AFFIDAVIT OF  
EVIDENCE OF THE RESPONDENTS IN LIEU OF EXAMINATION IN  
CHIEF**

<b>SR. NO.</b>	<b>PARTICULARS</b>	<b>ANN. NO.</b>	<b>PG. NO.</b>
1.	Work order dated 27 <sup>th</sup> November, 2017 issued to M/s Shivsai Constructions.	"1"	1
2.	Running Account Bill of M/s Shivsai Constructions.	"2"	2 – 4
3.	Memorandum of Payment of the 2 <sup>nd</sup> Running account Bill.	"2"	5 – 6
4.	Respondents' letters dated 29 <sup>th</sup> January, 2018, 25 <sup>th</sup> May, 2018, 20 <sup>th</sup> August, 2018, 3 <sup>rd</sup> September, 2018 and 3 <sup>rd</sup> October, 2019 to the Claimant.	"4(Colly)"	7 – 19
5.	Complaint letter dated 20 <sup>th</sup> May, 2019 of Shramajivi Sanghatna, letter dated 1 <sup>st</sup> July, 2019 of Swabhiman Sanghatna, letter dated 16 <sup>th</sup> July, 2019 of Shramajivi Sanghatna and letter dated 30 <sup>th</sup> July, 2019 of the Sarpanch, Kudus Village Panchayat.	"5 (Colly)"	20 – 26
6.	MERI's roughness index test report of October, 2019.	"6"	27 – 44
7.	Inspection Note of the inspection of the Project Road held on 13 <sup>th</sup> October, 2019.	"7"	45 – 47

8.	Sanction letter No. 6522 dated 16 <sup>th</sup> October, 2019 of the Superintendent Engineer.	"8"	48 – 49
9.	Running Account Bill issued by Mr. Jayant V. Ambavane.	"9"	50 – 53
10.	Memorandum of part payment of Rs. 1,09,40,000/- made to Mr. Jayant V. Ambavane.	"10"	54 – 55
11.	Account statement showing part payment having been made to Mr. Jayant V. Ambavane.	"11"	56
12.	Sanction letter No. 6521 dated 16 <sup>th</sup> October, 2019 of the Superintendent Engineer.	"12"	57 – 58
13.	Running Account Bill issued by Mr. P. M. Ratnakar.	"13"	59 – 62
14.	Memorandum of Payment of Rs. 1,11,81,631/- made to Mr. P.M. Ratnakar.	"14"	63 – 64
15.	Account statement showing payment having been made to Mr. P.M. Ratnakar.	"15"	65
16.	Sanction letter dated 18 <sup>th</sup> October, 2019 of the Superintendent Engineer.	"16"	66 – 67
17.	Running Account Bill issued by M/s Ashirwad Constructions.	"17"	68 – 69
18.	Memorandum of payment of the Running Account Bill to M/s Ashirwad Constructions.	"18"	70
19.	Account statement showing payment of having been made to M/s Ashirwad Constructions.	"19"	71
20.	Account statement showing payment of having been made to M/s Ashirwad Constructions.	"20"	72
21.	Running Account Bill issued by M/s Kshatriya Infrastructure Pvt. Ltd.	"21"	73 – 76

22.	Memorandum of payment of the Running Account Bill to M/s Kshatriya Infrastructure Pvt. Ltd.	"22"	77 – 78
23.	Account Statement showing payment of the Running Account Bill to M/s Kshatriya Infrastructure Pvt. Ltd.	"23"	79
24.	Photographs showing post repairs condition of the Project Road.	"24"	80 – 106
25.	Work Order dated 31 <sup>st</sup> October, 2019 issued to M/s Mayur Constructions & Developers.	"25"	107
26.	Running Account Bill issued by M/s Mayur Constructions & Developers.	"26"	108 – 110
27.	Memorandum of payment of the Running Account Bill to M/s Mayur Constructions & Developers.	" 27"	111
28.	Account statement showing part payment of the Running Account Bill to M/s Mayur Constructions & Developers.	"28"	112
29.	Work Order dated 10 <sup>th</sup> July, 2020 issued to M/s Jai Bharat Constructions.	"29"	113
30.	Running Account Bill issued by M/s Jai Bharat Constructions.	"30"	114 – 116
31.	Work Order dated 30 <sup>th</sup> September, 2020 issued to Mayur Constructions & Developers.	"31"	117
32.	Work Order dated 29 <sup>th</sup> November, 2019 issued to M/s Technogem Consultants Pvt. Ltd.	"32"	118
33.	Extract of Project Report of M/s Technogem Consultants Pvt. Ltd.	"33"	119 – 122
34.	Account statement showing part payment made to M/s Technogem Consultants Pvt. Ltd.	"34"	123

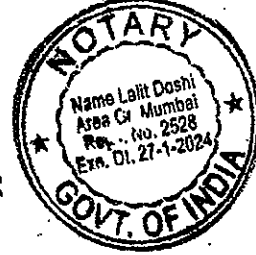
# ANNEXURE " 1 "

1

Head 1001



GOVERNMENT OF MAHARASHTRA  
OFFICE OF THE EXECUTIVE ENGINEER  
Public Works Division, Jawhar



E-mail:- jawhar.ee@mahapwd.com  
Outward No. :- PW/JD/TC/3792

Tel.No. 02526222236  
Date : 27-11-2017

## WORK ORDER (Offline)

To,

M/s. Shivsai Construction,  
Prop- M/s. Shivsai Construction,  
At. Dixit Apartment, Ground Floor, B-Wing,  
Mahim Road, Anand Asharm, Palghar  
E-mail :ssneassm@yahoo.com

Subject :- Repairs to Manor Wada S.H. No.34 Km. 29/500 to 53/800, Wada Bhiwandi Road S.H. No.35 Km. 49/00 to 89/070, Bhinar to Vadape Road in Palghar/Thane District. (Filling Potholes)

Reference :- 1) Tender Notice No 16/01 for 2017-18 and tender No 2017\_PWR\_244537\_1  
2) Your Tender Opened on Date 09-10-2017  
3) This office Letter No. 3531 dated 06-11-2017  
4) Thane(P.W.) Circle, Thane letter No. 6308 dated 27-10-2017  
5) Your Office letter No Nil dated 15-11-2017

This office has received remittance of the initial Security Deposit Rs 600,000.00/- (Rs Six Lakh) in the form of FDR No. 1)0842466, 2)0842441 Dt. 06-11-2017 of Bank Of Maharashtra, Ghodbunder Road for Rs 600,000.00/- (Valid for period From 06-11-2017 to 06-11-2018) and Performance Security Deposit of Rs 250,000/- (Rs Two Lakh Fifty Thousand Only) in the form of DD No. 898605 Dt. 28-09-2017 of SBI Wada for Rs. 250,000/- (Valid for period From 28-09-2017 to 28/12-2017) for total Rs. 850,000.00/- of your tender / negotiated offer for the above work at Lump sum Below the estimated cost of Rs 24,832,705/- (Rs Two Crore Forty Eight Lakh Thirty Two Thousand Seven Hundred Six only) put to tender is hereby accepted on behalf of Government of Maharashtra. (The accepted offer is Lump sum the contract cost of Rs 22,350,062/-).

1) Your attention is also invited to take out necessary Insurance Policy / Policies as decided by the Directorate of Insurance

2) Your attention is also invited to take out necessary labour licenses from concerned district labour offices.

3) You are also requested to furnish the programme of work along with bar chart within 15 days.

Your tender for the work, as accepted above, shall herein after be referred as the contract Agreement No B-2/SE/01 for 2017-18.

You are therefore requested to start the work immediately in consultation with the Sub Divisional Engineer, P.W. Sub Division Wada, who is incharge of the work and see that the same should be completed within 06 calendar months including monsoon.

Kindly acknowledge the receipt of the same.

PAN No : AKIPS8199N

  
Executive Engineer  
Public Works Division, Jawhar

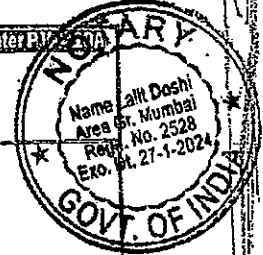
- 1) Copy submitted to the Accountant General, Maharashtra for information please.
- 2) Copy submitted to the Directorate of Insurance for information please.
- 3) Copy submitted to the Labour Commissioner / District Labour Officer for Information please.
- 4) Copy submitted to the Superintending Engineer, Thane(P.W.) Circle, Thane for information please.
- 5) Copy submitted to Superintending Engineer, Vigilance and Quality Control, Mumbai for information please.
- 6) Copy forwarded to the Sub Divisional Engineer, P.W. Sub Division Wada for information and necessary action.
- 7) Copy to Auditor in Divisional Office for information and necessary action.

# ANNEXURE " 2 "

2

G.A.P.Thane-T/22-500-A-24-3-87  
G.R.P.W.D.NO.FMS/1051 of 16-7-51  
G.M.S.& C.D.FMS-1067/66337 M.DT-10-5-88

DIVISION - JAWHAR (P.W.) DIVISION: JAWHAR  
SUB-DIVISION - WADA (P.W.) SUB-DIVISION: WADA



## FORM 47 (P.W. 410) Running Account Bill

[Referred to in Paragraph 10.2  
Of M.P.W.A.Code]

- CERTIFICATE**
- [1] Certified That Work has been Executed as Per Standard Specification.
  - [2] Certified That Nothing dues from the Contractor on A/C of T & P Articles
  - [3] Certified That No Remarks on V & O.Control

Cash Book Voucher NO  
For 19

HO - 33  
3/12/2019

NAME OF CONTRACTOR OR SUPPLIER  
M/S SHIVSAI CONSTRUCTION AT-PALGHAR

NAME OF WORK - Repairs to Manor Wada SH.NO.34 KM.29/500 to 53/800,  
Wada Bhiwand Road SH.NO.35 KM.49/00 to 89/070, Bhiwar to Vadape  
Road Palghar/Thane District (Filling Pot Holes)

*G.A. Patel*  
Sub-Divisional Engineer  
Wada (P.W.) Sub-Division  
WADA

SERIAL NO. OF THIS BILL - KIND RA BILL

NO. & DATE OF PREVIOUS BILL FOR THIS WORK - \_\_\_\_\_

REFERENCE OF AGREEMENT - \_\_\_\_\_  
B-2/SE/01/ FOR 2017-2018

ACCEPTED BY - Executive Engineer  
Public Works Division Jawhar.

Date of Written Order to Commence Work - 27-11-2017

Date of Completion Order to Commence Work - \_\_\_\_\_

Date of Completion as Stipulated in the Contract - \_\_\_\_\_

Extension of Grant Up To - \_\_\_\_\_

Date of Actual Completion of Work - \_\_\_\_\_

Contractor Ledgers Folio NO.

For Use in Accountant Generals Office

Audited \_\_\_\_\_ Reviewed \_\_\_\_\_  
Auditor \_\_\_\_\_ Superintendent/Gazetted Officer

Transactions of Road Side Materials Entered in  
the Statement of Receipts Issue & Balance of  
Road Metal

CLERK \_\_\_\_\_ ACCOUNTANT \_\_\_\_\_

(FOR USE IN DIVISIONAL OFFICE)

Checked \_\_\_\_\_

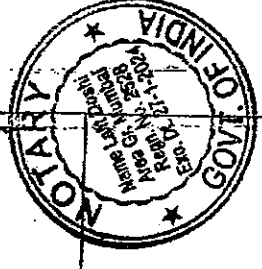
Accounts Clerk \_\_\_\_\_

Divisional Accountant \_\_\_\_\_

Repairs to Manor Wada SH.No.34 KM.29/500 to 53/800 Wada Bhirwandi Road SH.No.25 KM.49/00 to 89/070. Bhirar to Vadape Road Palghar/Thane District (Filling Pot Holes)

**Part Account of work executed**

Advance payment for work done not yet measured.		Total Up-to-Date	Quantity executed up-to-date as per measurement Book.	Item of work (Grouped under Sub Heads or Sub-Work of Estimates)	Rate	Unit	Payment on the basis of Actual Measurement.		Remarks (with reasons for delay in adjusting payments shown in column (I) in column (I))
Total as per previous Bill	Since Previous Bill						Up to date	Since Previous Bill	
1	2	3	4	5	6	7	8	9	10
			4292.04	ITEM NO.(1):- Dismantling of flexible and disposal of dismantled materials upto a lead of 1000 meters stacking serviceable, and unserviceable materials separately.	198.00	Cumt	849823.92	849823.92	
			10124.20	ITEM NO.(2):- Providing and constructing 75 millimeter thick Modified Penetration Macadam (MPM) road surface including all materials preparing the existing road surface spreading 40 millimetre stone metal layers 30% crusher broken metal+70% hand broken by breaking rubble obtained by blasting heating and spraying the bitumen of VG-30 grade @ 1.75 kg/Sqm spreading 12mm size chips compacting with static roller having weight 8 to 10 MT to achieve the desired degree of compaction as per technical specification clause 506 etc complete including picking of existing WBM surface.	146.00	Sqmt	1478133.20	1478133.20	
			84219.35	ITEM NO.(3):- Providing and applying tack coat on the prepared surface heating by fumes in Boiler spraying bitumen with sprayer on dry hungry BT surface 3 kg/Sqmt VG-30 bulk bitumen	33.00	Sqmt	2779238.55	2222594.22	
			1688.91	ITEM NO.(4):- BITUMINOUS MACADAM Providing and laying bituminous macadam using crushed aggregates of Grading II premixed with bituminous binder transported to site with VTS laid over a previously prepared surface finished to the required grade level alignment and rolling to achieve the desired compaction for 50/75 mm compacted thickness with 3.4% VG30 Bitumen Using 80 TPH Batch mix type hot mix plant with SCADA sensor pavers intelligence compactor with compaction analyzer and V sat attachment	4715.00	Sqmt	7963210.65	6745656.20	





A-2  
B-4

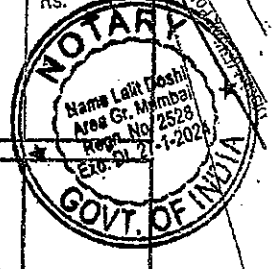
# ANNEXURE " 3 "

5

## PART-V MEMORANDUM OF PAYMENTS

01871170/

1. Total value of work actually measured as per account Part I column 8 Entry (A) 2. Total up-to-date Advance payments for work not yet measured as per part I column 3 Entry 3. Total up-to-date Secured advance on security of materials as per Part II Column B Entry 4. Total (Items 1+2+3) 5. Deduct-amounts withheld		Rs.
Figures for works abstract Rs.      P. 1422482/- 1918414/- 15108574/- 14612642/- 16531056/-		a) From previous bill as per last Running Account Bill b) From this Bill Rs.      P. 6. Balance i.e. up-to-date payments (Item 4-5).....K (-) 53,40,123/- 7. Total amount of payments already made as per entry (K) of last running account Bill No. of forwarded with account for 8. Payments now to be made as detailed below: Rs.      Ps. (a) By recovery of amounts creditable to this works 1) Security Deposit Rs. 165310/- 2) Income Tax Rs. 330821/- Total 5(b) + 8(a) 3 (Cheque) Rs. 165310/- (b) By recovery of amounts creditable to other works or heads of account 4) Balance on C.A. Rs. 165310/- 5) P.T. R.G.S.T. Rs. 165310/- (c) By Cheque 6) Insurance Rs. 165310/- Total 8(b)+(c) 7 (Cheque) Rs. 165310/- 8) Part (V) Remark Rs. 100,000/- 9) Penalty Charges Rs. - 10) Other Charges Rs. 856553/-



Pay Rs. \* | by Cheque cash

\* Here specify the net amount payable [Item 8(c)] Dated Initials of the disbursing officer: 14612642/-

Received for Rs. 16531056/- Pay by Cheque No. 15108574/-

above Memorandum on account of this work. one crore fifty one lakh eight thousand five hundred and four only.

Dated: 20/12/2024

Witness: Executive Engineer, Jawhar (P.W.) Division, Jalgaon, Dist. Patidar.

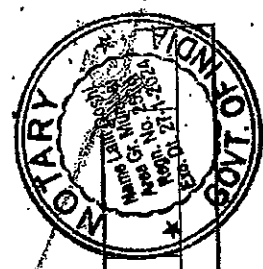
Paid by me vide cheque No. 01871170/ Dated: 20/12/2024

(Dated) initials of the person actually making the payments

Part-V Remarks

[This space is required for any remarks the disbursing officer of the Divisional Officer may wish to record in respect of the execution of the work, check of measurements of the state or contractor]

Handwritten notes at the bottom of the page, including the date '20/12/2024' and other illegible text.



(D)	(B)	Total	Figures (D) in Words	Total value of work one to date Deduct Value of work shown one previous bill... Net value of work since previous bill ...	... (A) ... (F)
-----	-----	-------	----------------------	---	--------------------

Figure (7) in Words.

**Part II Account of Secured Advance allowed on the security of Materials brought to site**

Quantity outstanding from previous bill	Deduct quantity utilized in work since previous bill	Quantity including quantity brought to site since previous bill	Full rate as assessed by the Divisional Engineer	Description of Materials	Unit	Reduced rate at which advance is made	Up-to-date amount of advance	Reference to Divisional Officers written order authorizing the advance	Reason for non clearance of advance when outstanding for more than three months.	
1.	2.	3.	4.	5.	6.	7.	8.	9.	10.	11.

III Part-Certificates and Signature <b>SHRI. P. M. PATKARI</b> SECTIONAL ENGINEER Entries column [4] to [9] of Part I are based on MEASUREMENT BOOK NO-0496551/2502 Page-64 checked 100 % by the Sub-Divisional Officer on 6 to 8	Total amount outstanding as per this bill ..... (G) Deduct amount outstanding per entry (C) of previous bill. Net amount since previous bill ... (F)
--	--

Figure (8) in Words

2. Certified [i] that in addition to and quite apart from the quantities of work actually executed as shown in column 4 of part I, some work has been actually done in connection with servile items and the value of such work [after deducting therefore the proportionate amount of secured advance if any ultimately recoverable on account of the quantities of materials used therein] is in case less than the advance payments as per column 3 of part I made or proposed to be made for the convenience of the contractors in anticipation of and subject to the results of detailed measurements which will be made as soon as possible.

3. Certified [ii] that the plus quantities of materials shown in column 3 part II above have been actually brought by the contractors to the sight of the work and the contractor has not previously received any advance on their security [iii] that these materials are of an Imperishable nature and are all required by the contractors for use in the work in connection with items for which rates for finished work have been agreed upon and [iii] that a formal agreement in form 50 signed and executed by the contractor in accordance with paragraph 10-2-19 of the M.P.W.A. code is recorded in the Divisional Office.

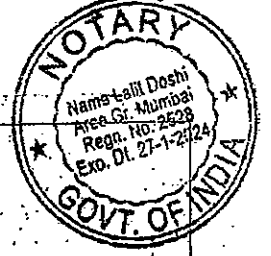
Dated signature of the contractors  
 This signature is necessary only when the officer preparing the bill not officer preparing the bill


*Signature*  
 Sub-Divisional Officer  
 Sub-Div. No. 3  
 Wada

Dated signature of officer authorizing payment

# ANNEXURE " 4 " (2014)

7

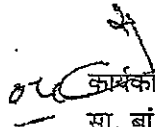


		कार्यकारी अभियंता यांचे कार्यालय सार्वजनिक बांधकाम विभाग जव्हार, जि. पालघर ४०१६०३	
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जा.क्र./सा.बां/ प्रश्ना /ठाणे क्रम : / २०१८		दिनांक : २९ / ०१ / २०१८	

प्रति,  
 में. संचालक,  
 सुप्रिम-मनोर-वाडा-भिवंडी  
 इन्फ्रास्ट्रक्चर, प्रा. लि.,  
 मुंबई.

विषय :- खाजगीकरणांतर्गत बांधा, वापरा व हस्तांतरित करा या तत्वावर मनोर ते वाडा रा.मा.३४ कि.मी.२९/५५० ते ५३/८०० व वाडा ते भिवंडी रस्ता रा.मा.३५ कि.मी.४९/०० ते ८९/०७० या रस्त्याचे चौपदरीकरण व देखभाल दुरुस्ती करणे.

वरील विषयान्वये आपणांस कळविण्यात येते की, बांधा वापरा हस्तांतरित करा या तत्वावर सदरचे काम आपणांस देण्यात आलेले असून रस्त्याची देखभाल दुरुस्ती करावयाची जबाबदारी आपली असून सदर रस्त्यावर आपणाकडून ब-याच ठिकाणी पावसाळ्यात पडलेल्या खड्ड्यांमध्ये तात्पुरत्या स्वरूपात पेव्हर ब्लॉक बसविण्यात आलेले असून अवजड वाहतुकीमुळे सदर पेव्हर ब्लॉक उंचसखल (खाली वर झाल्याने) व रस्ता खडबडीत झाल्याने वाहतुकीस अडथळा निर्माण होत असून, भविष्यामध्ये या उंचसखल व खडबडीत रस्त्यामुळे एखादा अपघात होण्याची शक्यता नाकारता येत नसल्याने, आपणांस याद्वारे सूचित करण्यात येते की, आपणाकडून ज्या ज्या ठिकाणी पेव्हर ब्लॉक बसविण्यात आलेले आहेत ते त्वरीत काढून टाकावेत व सदरच्या ठिकाणी सिमेंट कॉंक्रीटने रस्ता तयार करण्याचे काम वाडा उपविभागाच्या देखरेखीखाली त्वरीत सुरु करावे व पावसाळ्यापूर्वी सदरचे काम पूर्ण करावे व रस्ता वाहतुकीस चांगल्या प्रकारे होईल याची दक्षता घ्यावी. ही बाब आपण गंभीरपणे घ्यावी याबाबतीत या भागालील मा. लोकप्रतिनिधींच्या भावना अतिशय तीव्र स्वरूपाच्या असल्याने याबाबतीत कोणतीही चालढकल व वेळकाढूपणा करू नये.


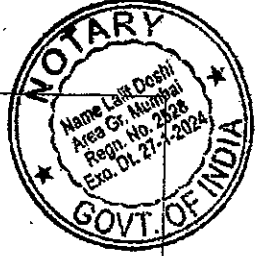
  
 कार्यकारी अभियंता  
 सा. बां. विभाग, जव्हार

प्रत : मा. अधीक्षक अभियंता, ठाणे (सा. बां.) मंडळ, ठाणे यांना माहितीसाठी सविनय सादर.

प्रत : उपविभागीय अभियंता, सा. बां. उपविभाग वाडा यांना माहिती व पुढील कार्यवाहीसाठी रवाना.

२/- सदरच्या पेव्हरब्लॉक हटविण्याबाबत आपण उदयोजकाकडे सतत पाठपुरावा करून सदरचे काम तातडीने पावसाळ्यापूर्वी करून घेण्याचे नियोजन करावे व केलेल्या कार्यवाहीबाबत या कार्यालयास अवगत करावे.

स्मरणपत्र २

		कार्यकारी अभियंता यांचे कार्यालय सार्वजनिक बांधकाम विभाग जवहार, जि. पालघर ४०१६०३		
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प्रति,  
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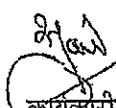
संदर्भ : १. कार्यारंभ आदेश दिनांक ११.१०.२०१०  
 २. कार्यकारी अभियंता यांचे कार्यालय जा.क्र./सा.बां/ प्रशा / ठाणे कॅम्प/ २०१८ दि २९/०१/२०१८

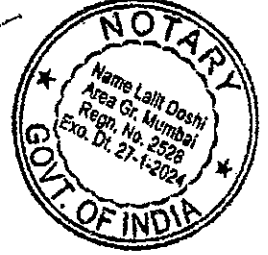
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तसेच निविदेमधील शेड्यूल 'ओ' पान क्र १८३ नुसार रस्त्याचा खडबडीत निर्देशांक ज्या ज्या ठिकाणी २००० मिली मीटर पेक्षा जास्त येत असल्यास त्या त्या ठिकाणी ४० मीमी जाडीच्या बिटयुमिनस कॉक्रीटने रस्त्याचे पॅव्हर करून रस्ता वाहतुकीस सुयोग्य ठेवणे अपेक्षित असतांनाही आपणाकडून याबाबतीत वारंवार सूचित करूनही पूर्णपणे दुर्लक्ष झाल्याचे व काहीही कार्यवाही होत नसल्याचे दिसून येते. ही बाब आपण गंभीरपणे घेत नसल्याने सदरील कामे निविदा शर्त 'ओ' नुसार दुस-या ठेकेदाराकडून करून घेण्यात येवून त्यापोटी होणा-या खर्चाची वसूली आपणास देण्यात येणा-या एसटी व कार यांना देण्यात येणा-या सबलतीच्या रक्कमेतून वसूल करण्यात येईल. याची आपण गंभीरपणे नोंद घ्यावी. तसेच शेड्यूल 'ओ' मधील शर्ती कडे आपले लक्ष वेधण्यात येत असून आजपर्यंत आपणाकडून शेड्यूल 'ओ' मधील शर्तीचे पूर्णपणे उल्लंघन झाल्याचे दिसून येत आहे, ही अतिशय खेदाची बाब आहे.

आपणास या पत्राद्वारे पुनश्चः सुचित करण्यात येते की, शेड्यूल 'ओ' नुसार रस्त्याची देखभाल दुरुस्ती तातडीने उपअभियंता व शाखा अभियंता वाडा सां बां उपविभाग यांच्या मार्गदर्शनाखाली त्वरीत सुरु करावी.

रस्त्याच्या देखभाल दुरुस्तीकडे आपण पूर्णपणे दुर्लक्ष केल्याने व कोणतीही बाब आपण गंभीरपणे घेत नसल्याने या भागातील लोकप्रतिनिधी व जनतेच्या भावना अतिशय तीव्र स्वरूपाच्या असल्याने याबाबतील कोणतीही चालढकल व वेळकाढूपणा करू नये.


  
 कार्यकारी अभियंता  
 सा. बां. विभाग, जव्हार



प्रत : मा. अधीक्षक अभियंता, ठाणे (सा. बां.) मंडळ, ठाणे यांना माहितीसाठी सविनय सादर.

प्रत : उपविभागीय अभियंता, सा. बां. उपविभाग वाडा यांना माहिती व पुढील कार्यवाहीसाठी रवाना.

२/- सदरच्या पेव्हरब्लॉक हटविण्याबाबत आपण उदयोजकाकडे सतत पाठपुरावा करून सदरचे काम तातडीने पावसाळयापूर्वी करून घेण्याचे नियोजन करावे व केलेल्या कार्यवाहीबाबत या कार्यालयास अवगत करावे.

 वाडा (सा बां.) उपविभाग	महाराष्ट्र शासन उप विभागीय अधिकारी सार्वजनिक बांधकाम उप-विभाग वाडा, जि. पालघर पिन कोड ४२१३०३	
	वेबसाईट - www.mahapwd.com	फौल क्रमांक - ०२५२६-२७१४४३
जाचक क्रमांक/साबा/उवि/वाडा/३७९/२०१८	दिनांक - २०/०८/२०१८	

प्रति,

मे. सुप्रिम मनोर वाडा भिवंडी इन्फ्रा. प्रा. लि. (विशेष प्रयोजन संस्था)

सुप्रिम हाऊस प्लॉट नं. ९४, सी प्रतापगड,

आय.आय.टी. मेन गेट समोर, पवई

मुंबई ४०० ०७६

**विषय** - खाजगी करणांतर्गत मनोर ते वाडा रा.मा. क्र. ३४ (किमी २९/५०० ते ५३/८००) व वाडा -भिवंडी रस्ता रा. मा. क्र. ३५ किमी ४९/०० ते ८९/०७० किमी रस्त्याचे चौपदरीकरण करणे. (देखभाल दुरुस्तीबाबत)

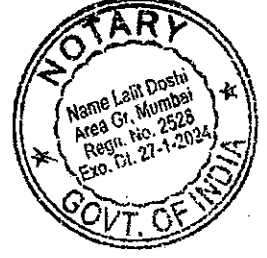
कार्यकारी अभियंता, सा. बां. विभाग, जव्हार	
कार्य अभियंता	३
उप कार्य अभियंता	१
प्रथम लिपिक	२
द्वितीय लिपिक	२
शाखा	२
आवक क्र.	३०६२
दिनांक	२०/०८/१८

संदर्भ - १) सा.बा. उपविभाग वाडा यांचे दि. ३/५/२०१८ रोजीचे जाचक क्र./साबा/

उवि/वाडा/३७९/२०१८ चे पत्र

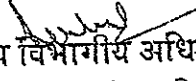
२) दि. ५/७/२०१८ रोजीचे श्रमजिवी संघटनेचे मौजे कुडूस येथील आंदोलन

विषयांकीत काम आपले मार्फत करण्यांत आलेले आहे. महामार्गाच्या संपुर्ण लांबीत खड्डे पडलेले असून सदरचे खड्डे भरणेबाबत आपणांस संदर्भिय पत्र क्र. १ अन्वये कळविल्यानंतरसुध्दा आपण नेहमीप्रमाणे देखभाल दुरुस्तीबाबत चाल ठकल करीत आहात. रस्त्यावरील खड्ड्यामुळे एखादा मोठा अपघात होऊन त्यात जिवीत व वित्तहानी होण्याची शक्यता नाकारता येत नाही. आजमितीपर्यंतच्या आपले अनुभवावरून आपण रस्त्याची देखभाल दुरुस्ती करण्यास नेहमीच दिरंगाई केलेली असून मंजूर निविदेतील अटी शर्तीनुसार जोजकाची असलेली जबाबदारीही पार पाडण्यात आपण नेहमी उदासीन आहात ही खेतेजनक बाब आहे. विभागाच्या वरिष्ठ अधिका-यांच्या वेळोवेळीच्या दौ-यांवेळी दिलेल्या सुचना

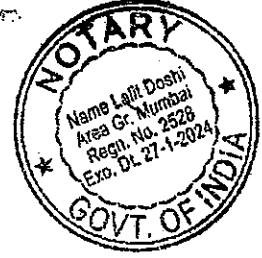


स्थानिक जनतेनी केलेली आंदोलने व लोकप्रतिनिधीनी वेळोवेळी रस्ता सुस्थितीत ठेवण्यासाठी केलेल्या सुचना या बाबींचा आपण गांभिर्याने विचारून करीत नसल्याचे आपल्या आजवरच्या प्रतिसादातून दिसून येते.

मा. अधीक्षक अभियंत यांचे दौऱ्यावेळीही रस्त्यावरील ज्या भागात पाणी साचून रस्ता वारंवार क्षतीग्रस्त होतो अशा ठिकाणी कायम स्वरुपी उपाययोजना करणेबाबत सुचना केलेल्या आहेत. विषयांकीत रस्त्याच्या लांबीत मौजे वाडा ते भिवंडी रा. मा. क्र. ३५ च्या लांबीत सोबत दिलेल्या यादीतील गावांजवळ रस्ता वारंवार नादुरुस्त असतो अशा ठिकाणी डांबरणे काम करण्याऐवजी कॉक्रीटीकरणाने (PQC) करणेबाबत सुचित केलेले आहे. तरी आपणांस कळविण्यांत येते की, उपरोक्त दर्शविलेल्या ठिकाणी तात्काळ कॉक्रीटीकरणाने काम सुरु करण्यात यावे. सदरचे काम पुढील १५ दिवसाचे आत सुरु न झाल्यास विभागामार्फत आपल्या जबाबदाखीवर व खर्चाने (Risk & Cost) करणेत येऊन मंजूर नियिदेतील अटी व शर्तीनुसार आपलेकडून प्रक्षुल करण्यात येतील याची नोंद घ्यावी व काम सुरु करतेवेळी या उपविभागास व संबंधित अभियंत्यास सुचित करण्यात यावे.

  
उप विभागीय अधिकारी  
वाडा (सा बां.) उपविभाग  
वाडा



प्रत - कार्यकारी अभियंता सा. बा. विभाग जव्हार यांना माहितीसाठी व पुढील कार्यवाहीसाठी



कोंकणीटीकरण करण्याच्या गावांचा साखळी क्रमांक निहाय तपशिल

अ.क्र.	गावाचे नाव	साखळी क्र.		अंतर	डावी बाजू	उजवी बाजू
		च्या पासून	च्या पर्यंत			
१.	दुगाडफाटा	१३/७००	१३/७६०	६०		✓
२.	दाभाडफाटा	१४/०२०	१४/०५०	३०	✓	
३.	दिघाशीफाटा	१८/१००	१८/२८०	१८०		✓
४.	तांदूळबाजार	१८/३००	१८/४००	१००		✓
५.	आमंत्रण हॉटेल	२२/१००	२२/५००	४००		✓
६.	चारमिनार कंपनी	२३/०००	२३/१००	१००		✓
७.	मुसारणे फाटा	२३/४५०	२३/५५०	१००	✓	
८.	जयमल्हार स्टील	२४/८००	२४/९००	१००		✓
९.	कुडूस नाका	२५/४५०	२५/७००	२५०	✓	✓
१०.	कुडूस पेट्रोल पंप	२६/०२०	२६/०८०	६०	✓	✓
११.	कोका कोला कंपनी (मराठी शाळा)	२६/३००	२६/३५०	५०		✓
१२.	कोका कोला कंपनी (एम.आर.एफ. टायर्स)	२६/६००	२६/६५०	५०	✓	✓
१३.	कंचाडफाटा वनखाते	२७/०००	२७/६५०	६५०	✓	✓
१४.	प्रशांती हॉटेल खुपरी	२८/७००	२८/८२०	१२०	✓	
१५.	ऑरेकल कंपनी खुपरी	२९/०५०	२९/१५०	१००		✓
१६.	मुरलीमनोहर हॉटेल खुपरी	२९/४५०	२९/५१०	६०	✓	✓
१७.	देवगाव फाटा खुपरी	३०/०८०	३०/२३०	१५०	✓	✓
१८.	सनस्टील कंपनी खुपरी	३१/२५०	३१/३५०	१००	✓	
१९.	किनईपाडा	३२/०५०	३२/२५०	२००	✓	✓
२०.	शिरीषपाडा वजन काटा / जंक्शन	३६/२५०	३६/३५०	१००	✓	✓

५२५५ दिवस

	<b>Office of Executive Engineer</b> <b>Public works Division Jawhar</b> <b>Dist Palghar 401603</b>		
	Web: www.mahapwd.com	Phone - 02520/222236 Fax - 02520/223092	
PW Dn. / Jawhar / 2018 2549		Date: /2018 03/09/2018	

To  
 Supreme Manor Wada Bhiwandi Infrastructure Private Limited  
 Supreme House, Plot No. 94/C  
 Pratapgad,  
 Opp. IIT Main Gate, Powai,  
 Mumbai 400 076

Sub.: Four Lane of Wada Bhiwandi road from Km. 49.00 to Km. 89.07 of State Highway No. 35 and Manor Wada road from Km. 29.55 to Km. 53.80 of State Highway No. 34 in District Thane. ("said project")

Ref.: दि ०८.०३.२०१० रोजी राज्य शासनाशी केलेला सवलतीचा करारनामा

२. या कार्यालयाचे पत्र क्र सावां/विज/आस्थापना/४४१९ दि २९.०९.२०१५
३. या कार्यालयाचे पत्र क्र सावां/विज/आस्था/ठाणे कॅम्प/२०१५ दि ०३.११.२०१५
४. या कार्यालयाचे पत्र क्र सावां/विज/प्रशा/ठाणे कॅम्प/२०१६ दि १०.०३.२०१६
५. या कार्यालयाचे पत्र क्र सावां/विज/प्रशा/ठाणे कॅम्प/२०१६ दि ०३.०५.२०१६
६. या कार्यालयाचे पत्र क्र सावां/विज/प्रशा/२००९ दि १३.०५.२०१६
७. या कार्यालयाचे पत्र क्र सावां/विज/प्रशा/३०८३ दि ०६.०८.२०१६
८. या कार्यालयाचे पत्र क्र सावां/विज/प्रशा/३२२४ दि ११.०८.२०१६
९. या कार्यालयाचे पत्र क्र सावां/विज/प्रशा/३००३ दि १६.०८.२०१६
१०. या कार्यालयाचे पत्र क्र सावां/विज/प्रशा/ठाणे कॅम्प/२०१६ दि २१.०८.२०१६
११. या कार्यालयाचे पत्र क्र सावां/विज/प्रशा/३२७६ दि १४.०९.२०१६
१२. या कार्यालयाचे पत्र क्र सावां/विज/प्रशा/४१९० दि २६.१०.२०१६
१३. या कार्यालयाचे पत्र क्र सावां/विज/प्रशा/४१९७ दि २६.१०.२०१६
१४. जिल्हाधिकारी तथा जिल्हादेडाधिकारी यांचे पत्र क्र. गृह/कक्ष१/ट१/रस्ता दुरावस्था/कावि-११/२०१६ दि ११/११/२०१६
१५. श्री. प्रकाश पाटील, शिबसेना तालुका प्रमुख - वाडा यांचे दि २४/०८/२०१६ चे पत्र
१६. श्री. मिलेश भगवान सांबरे यांचे दि ०८/०८/२०१६ चे पत्र सचिव वाडा
१७. सचिव श्रमजीवी संघटना वाडा यांचे दि ०५/०८/२०१६ चे पत्र
१८. या कार्यालयाचे पत्र ठाणे कॅम्प/२०१८/ दि २९.१.१८
१९. या कार्यालयाचे पत्र ठाणे कॅम्प/२०१८/ दि २५.५.१८
२०. वाडा उपविभागाचे पत्र जाक्र/सावां/त्राव/वाडा ७४९/२०१७ दि २२.९.२०१८
२१. जाक्र प्रशा/सावां/विज/प्रशा/२४८४/२०१९/दि ०८.१०.१८

1. Vide Concession Agreement dated 8<sup>th</sup> March, 2010 executed between Govt. of Maharashtra ("GoM") and your goodselves ("said Concession Agreement"), you were entrusted the work of Four Lanning of Wada Bhiwandi road from Km. 49.00 to Km. 89.07 of State Highway No. 35 and Manor Wada road from Km. 29.55 to Km. 53.80 of State Highway No. 34 in District Thane ("Project Road") on BOT basis. The said Concession Agreement is valid and subsisting and terms thereof are binding on the parties thereto. Concession Period as per the said Concession Agreement is 22 years & 10 months ("including Construction Period") commencing from the Commencement Date of the Project Road ("Concession Period").



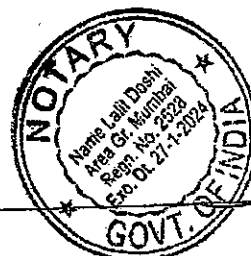
As per Article (9.4) of the Concession Agreement, you are liable for maintenance of the Project Road during the entire Concession Period; and to modify, repair or otherwise make improvements to the Project/Project Facility to comply with Specifications and Standards and other requirements set forth in the Concession Agreement, Good Industry Practice, Applicable Laws and Applicable Permits and manufacturer's guidelines and instructions. This liability includes without limitation (i) ensuring smooth and uninterrupted flow of traffic during normal operating conditions; (ii) undertaking routine maintenance including prompt repairs of potholes, cracks, concrete joints, drains, line marking, lighting and signage; (iii) undertaking maintenance works in accordance with the Maintenance Manual and Maintenance Programme as set out in Schedule "O" to the Concession Agreement. It is important to record that, the expression "Maintenance" as used in the said Concession Agreement includes replacement of equipments, consumables, horticultural maintenance and repairs to equipments, pavements, bridges, structures and other civil works including removing of encroachments which are part of the Project/Project Facility

3. As per Articles (9.8)(e) of the Concession Agreement, in the event of you not maintaining and/or repairing the Project or part thereof up to and in accordance with Specifications and Standards and/or in accordance with the Maintenance Programme or the Maintenance Manual or the O&M Inspection Report; and if you fail to commence remedial works within 30 days of notice in that behalf from the Engineer-in-Charge, then the GoM is entitled, without prejudice to its rights and remedies under the said Concession Agreement, including termination to undertake to cause the repair and maintenance of the Project from the performance security at your risk and cost. If the performance security is inadequate to cover the cost of repair and maintenance then you are bound and liable to reimburse the deficit amount to the GoM within 7 days of demand thereof. You are further bound and liable to recoup the performance security to the full extent within 30 days from the date of receipt of such demand from the Engineer-in-Charge. Further, if you fail to recoup the performance security and/or reimburse the expenditure which cannot be met with from the performance security, the Engineer-in-Charge is entitled to order suspension of collection of toll by you till the amount is fully realized.
4. As per your request, with effect from the date of Provisional Completion Certificate i.e. 27<sup>th</sup> February, 2013, you became entitled to charge, collect and appropriate toll on the Project in accordance with the Toll Notification and the said Concession Agreement. Accordingly, from the said date you started toll collection and the same is continued till date.
5. Along with the Provisional Completion Certificate, PWD Jawhar, Dist. Palghar had issued you a list of incomplete works ("Punchlist"). You were bound and liable to complete the works in the Punchlist within 60 days from the Provisional Completion Certificate. However, you have completely failed, avoided and neglected in completing the same. With effect from the date of Provisional Completion Certificate you became liable to maintain and repair the Project and every part thereof up to and in accordance with Specifications and Standards and/or in accordance with the Maintenance Programme or the Maintenance Manual or the O&M Inspection Report. However, you have completely failed, avoided and neglected in performing the said obligation also.
6. Between 2015-2016, PWD Jawhar, Dist. Palghar received a number of complaints from political leaders, local social welfare organizations, local social workers and residents about extremely poor state of the Project, complete lack of maintenance and consequential hardship caused to the members of the public at large PWD Jawhar, Dist. Palghar by its various letters had apprised you about the public unrest on account of hardship caused to them due to poor state of the Project; and required you to take immediate remedial steps. But despite receipt of the above letters you did not take any steps in the matter.
7. Between 2015 and 2016, a number of joint meetings of all concerned persons, including your officers were held when the issues regarding incomplete works of the Project and its repair and maintenance were discussed and you were given directions to complete



the same. Details of some of such joint meetings and time to time assurances given by you are as under:

- (a) In the meeting held on 14<sup>th</sup> November, 2016 it was brought to the notice of your officer Mr. Shaikh that poor work of construction of road surface to be rectified.
  - (b) In the meeting held on you were directed to submit a bar chart for completing the pending works such as distressed stretches and potholes and thereafter to complete the said within 10 days. But you did not do compliance of the above directions:
  - (c) On 14<sup>th</sup> November, 2016 a meeting of all concerned persons was held. This meeting was attended by your General Manager Mr. Shaikh. In this meeting your General Manager assured to complete the necessary works of repairs within 7 days. But once again nothing has been done;
  - (d) Between 2017-18 PWD Jawhar Dist-Palghar received numbers of complaints from political leaders in district planning committee meeting which is held on 25/01/2018 and 24/08/2018 about extremely poor state of the project complete lack of maintenance and repair work.
  - (e) During the 22/08/2018 Chief Engineer of Konkan Region inspect project and instruct to Mr. Shaik Project Manager Assured to complete the necessary work of repair immediately but once again nothing has been done
8. We time to time apprised you of your gross failure and negligence and required you to complete the pending works of the Project and to carry out the necessary repair works and maintenance thereof. Though you have received all the said letters, you have not taken any steps to make compliance of the directions/instructions given thereunder.
9. Though PWD Jawhar, Dist. Palghar has from time to time apprised you of the incomplete work of the Project and of the repair and maintenance works required to be carried out thereon, once again a comprehensive list of all such works is provided herewith:
- (a) As per approved and accepted cashflow of the project, you have to incur 1% of the total project cost for maintenance, annually, for the maintenance of road as mentioned in the points of schedule 'O'. Since, you have neither maintained the road nor submitted any details of maintenance schedule carried by you from the date of commencement of toll as per notification dated 01.03.2013, till date, it is clearly understood that, you have failed to maintain the road in acceptable condition and standards mentioned in contract. The road length is severely damaged in some stretches along with distressed stretches and potholes
  - (b) It is also noticed that, in view of the safety of commuters, mentioned in Schedule 'P', you have also not maintained the safety standards of the road which has resulted in many fatal accidents. This is a serious issue, wherein responsibility is completely lies with you.
  - (c) You have not submitted the copy of detailed year wise expenditure incurred for maintenance of the subject road and copies submitted to this office in regard of maintenance as per schedule "O" and schedule "P" since commencement of levy of toll.
  - (d) As per schedule 'O' and schedule 'P', the roughness index in needs to be renewed however, the same has not been renewed. You are, therefore, requested to immediately renew the same along with all safety features for acceptable conditions and standards of road as per contract.
  - (e) You have not maintained road as per maintenance manual and kept road surface in proper condition. You are therefore, requested to submit the roughness index Kilometer wise in entire stretch along with completion of all maintenance activities in the entire stretch within 3 days. Referring to it at...



4(i),(ii),(iii),(iv) of schedule 'O' of contract documents and orders received from district Magistrate.

- (f) Please take note that, your act and action not only contrary to the Concession Agreement but also to the statement made by you before the Hon'ble High Court in your Arbitration Petition No. 946 of 2016. When said Arbitration Petition came for the hearing, you impressed upon the Court that, you are maintaining the road and you shall continue to maintain the said road after monsoon session. However, the road condition is extremely poor and there are potholes at various places. Your aforesaid act of misleading the Hon'ble High Court has not only caused hardship to the public at large but amounts to abuse of law. All your aforesaid act, we will bring to the notice Hon'ble Court, who were kind enough to grant relief to you on the basis of your submission and undertaking.

Considering the above facts, it is clearly understood that you are deliberately refraining yourself from maintenance activity and solely responsible for accidents/social aggravations /public grievances of commuters causing inconvenience to them. It is also informed to you, even, District collector and District Magistrate, Palghar has issued directions to this office for taking action in regard of immediate closure of the toll till the entire rectification is done to the subject road and road is made safe to commuters as per tender/contract clauses.

10. Without prejudice to aforesaid, please take note that, in terms of Article (9.8)(e) of the said Concession Agreement, you are hereby called upon to commence the aforesaid works within 30 days from receipt of this letter by you and complete the same immediately within same span. If you fail to commence the work within the stipulated period, then, without prejudice to the GoM's/PWD Jawhar, Dist. Palghar's rights and remedies under the said Concession Agreement, they would carry out the said works through an Independent contractor at your risk and cost. Please note that in such event, provisions of Article (9.8)(e) of the said Concession Agreement would become applicable and you would be liable to make compliance of the same without any delay or demur.

This is the final notice, please note


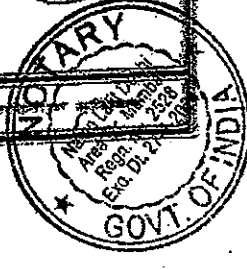
Executive Engineer  
PWD Jawhar  
Dist. Palghar

Copy submitted to : The Collector District Palghar for favour of information please

Copy submitted to : Superintending Engineer, Thane P.W.Circle, Thane for information please

Copy to : Subdivision officer, P.W. Subdivision Wada for information

2/- Kindly follow up this matter and report accordingly.

<b>कार्यकारी अभियंता</b> <b>सार्वजनिक बांधकाम विभाग जव्हार</b> <b>जव्हार, जि. पालघर ४०२६०३</b>		 
<a href="http://www.mahapwd.com">www.mahapwd.com</a> / <a href="mailto:jawhar.ec@mahapwd.com">jawhar.ec@mahapwd.com</a> / Ph.02520-222236 / Fax.02520-223092		
जावक क्रमांक :	सा.बा./विज/प्रशा/4645	दिनांक: 03/03/2010

प्रति,  
 मे. संचालक,  
 सुप्रिम-मनोर-वाडा-भिवंडी  
 इन्फ्रास्ट्रक्चर, प्रा. लि.,  
 मुंबई.

विषय :- खाजगीकरणाच्या माध्यमातून मनोर-वाडा-भिवंडी प्रकल्पाचे बांधकाम नयेच (बाह्यवळण रस्ता विश्वपारती फाटा भिन्नार-वडपे जव्हार रस्त्याचे बांधकाम करणे).

असमाधानकारक देखभाल दुरुस्तीबाबत नोंदीस.

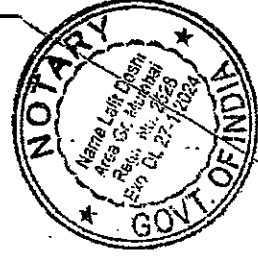
- संदर्भ
१. कार्यारंभ आदेश क्र. TD/TENDER/11220 Date: 11/10/2010.
  २. करारनामा क्र.बीओटी-१ संन २०१०-११.
  ३. या कार्यालयाचे पत्र क्र साबां/विज/आस्थापना/४४१९ दि २९.०९.२०१५
  ४. या कार्यालयाचे पत्र क्र साबां/विज/आस्था/ठाणे कॅम्प/२०१५ दि ०३.११.२०१५
  ५. या कार्यालयाचे पत्र क्र साबां/विज/प्रशा/ठाणे कॅम्प/२०१६ दि १०.०३.२०१६
  ६. या कार्यालयाचे पत्र क्र साबां/विज/प्रशा/ठाणे कॅम्प/२०१६ दि ०३.०५.२०१६
  ७. या कार्यालयाचे पत्र क्र साबां/विज/प्रशा /२००९ दि २३.०५.२०१६
  ८. सचिव श्रमजीवी संघटना वाडा यांचे दि ०५/०८/२०१६ चे पत्र
  ९. या कार्यालयाचे पत्र क्र साबां/विज/प्रशा/३०८३ दि ०६.०८.२०१६
  १०. या कार्यालयाचे पत्र क्र साबां/विज/प्रशा/३२२४/ दि ११.०८.२०१६
  ११. या कार्यालयाचे पत्र क्र साबां/विज/प्रशा/३२५३ दि १६.०८.२०१६
  १२. या कार्यालयाचे पत्र क्र साबां/विज/प्रशा/ठाणे कॅम्प/ २०१६ दि २१.०८.२०१६
  १३. या कार्यालयाचे पत्र क्र साबां/विज/प्रशा/३६७६ दि १४.०९.२०१६
  १४. या कार्यालयाचे पत्र क्र साबां/विज/प्रशा/४१९० दि २६.१०.२०१६
  १५. या कार्यालयाचे पत्र क्र साबां/विज/प्रशा/४१९७ दि २६.१०.२०१६
  १६. जिल्हाधिकारी तथा जिल्हादंडाधिकारी यांचे पत्र क्र. मूह/कडश/टो/स्वतंत्र दुरावस्था/कावि-११/२०१६ दि ११/११/२०१६
  १७. श्री. प्रकाश पाटील, शिवसेना तालुका प्रमुख - वाडा यांचे दि २४/०८/२०१६ चे पत्र
  १८. श्री. निलेश भगवान सांबरे यांचे दि ०८/०८/२०१६ चे पत्र सचिव वाडा
  १९. मा. सचिव रस्ते यांच्या दालनात दि ०२.०६.२०१८ रोजी झालेली बैठक
  २०. या कार्यालयाचे पत्र क्र साबां/प्रशा /ठाणे कॅम्प २०१८ दि २९.१.२०१८
  २१. दि ८.०३.२०१० रोजी राज्य शासनाशी केलेला सवलतीचा करारनामा
  २२. या कार्यालयाचे पत्र क्र साबां/प्रशा /ठाणे कॅम्प २०१८ दि २५.५.२०१८
  २३. या कार्यालयाचे अशा/साबां/विज/आस्था/२४८४/दि ५.८.२०१८
  २४. उपअभियंता वाडा यांचे आपणास लिहिलेले पत्र क्र साबां/उवि/वाडा/६३२/२०१८ दि २०.८.२०१८
  २५. या कार्यालयाचे पत्र क्र साबां/प्रशा /ठाणे कॅम्प २०१८ दि ३०.८.२०१८



२५. या पावसाळ्यामध्ये पत्र क्र साबा/अशा / २५०१ / २०१८ दि २९.९.२०१८  
 २७. वाडा उपविभागाचे पत्र क्र साबा/उधि/वाडा/७४९ दि २२.९.२०१८  
 २८. सुनिल पाटील उपजिल्हाप्रमुख शिवसेना पालघर यांचे २५.९.२०१८ रोजीचे पत्र  
 २९. या कार्यालयाचे पत्र क्र साबा/प्रशा / २८६० / २०१८ दि २९.९.२०१८  
 ३०. सुनिल पाटील उपजिल्हाप्रमुख शिवसेना पालघर यांचे ३.१०.२०१८ रोजीचे  
 खंडेश्वरी नाका वाडा येथे आंदोलन  
 ३१. या कार्यालयाचे पत्र क्र साबा/प्रशा / ठाणे कॅम्प २०१८ दि ११.१०.२०१८

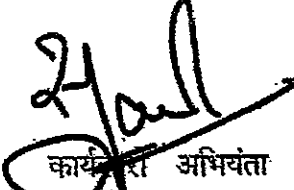
विषयांकीत प्रकल्पाची असमाधानकारक देखभाल दुरुस्ती, रस्त्यावरील खडडे, प्रकल्पाची अस्वच्छता, निविदेमधील Vol-I, Schedule 'O', Pg. No.183 to 186 नुसार प्रकल्पाची करावयाची नियमित देखभाल, पथकर भरून रस्त्याचा वापर करणाऱ्या वाहनधारकांना येणाऱ्या अनंत अडचणी, प्रकल्प रस्त्यावरील काही अपूर्ण कामे तसेच पावसाच्या पाण्याचा निचरा होण्याच्या दृष्टीकोनातून केलेली उपाययोजना या विषयी मा. लोकप्रतिनिधी, सा. बां. विभाग, महसूल विभाग, पोलीस दल यातील वरीष्ठ अधिकारी, विविध राजकीय पक्ष तसेच इतर संघटना यांचे पदाधिकारी, स्थानिक नागरीक यांनी वेळोवेळी तीव्र स्वरूपाची नाराजी व्यक्त केली आहे. सदर बाबतीत यापूर्वीही गेल्या पाच वर्षांत आपणांसोबत वारंवार संदर्भीय पत्रांमध्ये आपणाशी पत्रव्यवहार करण्यात आलेला आहे. परंतु त्या अनुषंगाने आपणांकडून प्रत्यक्ष काहीही कार्यवाही तसेच कुठल्याही प्रकारचा सकारात्मक प्रतिसाद प्राप्त होत नाही, हे अत्यंत खेदाने नमूद करावे लागत आहे व ही अत्यंत दुर्दैवी बाब आहे. निविदेतील शर्तीनुसार सन २०१८-१९ या वर्षामध्ये पूर्ण रस्त्याचे नूतनीकरण करणे आपणास बंधनकारक असतानाही आपणाकडून आजअखेर कोणत्याही प्रकारची कार्यवाही करण्यात आलेली नाही ही गंभीर बाब असून निविदेतील शर्तीचा आपण भंग करित असल्याचे निदर्शनास येत आहे. दिनांक ८.३.२०१९ रोजी संशोधन अधिकारी महाराष्ट्र अभियांत्रिकी संस्था (मेरी) नाशिक यांनी सदर रस्त्याच्या घेतलेल्या रफनेस इंडेक्स (अरर) नुसार सदर रस्त्याचा पृष्ठभाग अतिशय खराब असल्याचे दिसून येत आहे. या खराब रस्त्यामुळे रस्त्यावर वारंवार अपघात घडून वारंवार जीवितहानीही होत असल्याने या भागातील नागरिकांमध्ये या नादुरुस्त रस्त्याबाबत प्रचंड प्रमाणात रोष व चीड असून वारंवार आंदोलने रस्ता बंद या स्वरूपाने व्यक्त होत असल्याने रस्त्यावरील ब-याचशा भागात सध्या पडलेले खडडे ताताडीने भरून घेण्याची कार्यवाही आपल्याकडून करण्यात येत नाही याबाबतीतही आपणाकडे वारंवार पाठपुरावा करावा लागतो व आपणाकडून काहीही सकारात्मक प्रतिसाद मिळत नाही.

सन २०१९ च्या पावसाळ्यामध्ये रस्त्याची देखभाल दुरुस्ती करण्याच्या दृष्टीकोनातून उपाययोजनेचे कालबद्ध नियोजन करण्याबाबत आपणास आदेशित करण्यात आलेले होते. मा. मुख्य अभियंता व मा.अधीक्षक अभियंता यांनी दि ८.५.२०१९ रोजी या रस्त्याच्या पाहणीच्या दौ-याच्या वेळी रस्त्याच्या सद्यस्थितीबाबत ती स्वरूपाची नाराजी व्यक्त केली असून त्यांनी दौ-याच्या वेळी सदर रस्ता ज्या ज्या ठिकाणी रस्ता खचलेला व वारंवा क्षतिग्रस्त होतो. त्या ठिकाणी कॉक्रीटीकरणाने रस्ता दुरुस्त करण्याबाबत आदेशित केले असून संदर्भ क्र ४ नुसार उपअभियंता वाडा यांनी क्षतिग्रस्त साखळी क्रमांकासह कळविलेले आहे. त्याबाबतही आपणाकडून काहीही कार्यवा करण्यात आल्याचे दिसून येत नाही. या अनुषंगाने निविदा खंड भाग-१ मधील पृष्ठ क्र.५९ व ६० वरील कल



क्र.९.४, ९.५, ९.६ कडे आपले लक्ष वेधण्यात येत आहे. तसेच निविदा खंड भाग-१ मधील शेड्यूल 'ओ' व शेड्यूल 'एक्स' मध्ये दिलेल्या सुचनेनुसार रस्त्याची देखभाल दुरुस्ती करणे आपणांस बंधनकारक आहे. रस्त्यावर पडलेले खडडे डांबरखडीने त्वरीत भरून घ्यावेत व ज्या भागात जास्त प्रमाणात रस्ता खराब आहे तेथे त्वरीत डांबरकीरणाचे काम सुरु करावे, पाण्याचा निचरा व्यवस्थित होण्यासाठी गटारे खोल करून गटारे, मो-या स्वच्छ करून घ्याव्यात. वाचूघट्टी यांचा योग्य उतार देवून तासणी करावी. तसेच मध्यभाजक व आवश्यक रंगरंगोटीही करण्यात यावी. मा.उच्च न्यायालयाने दि २६/८/२०१६ दाखल झालेल्या याचिका खारिज करताना रस्त्याचा प्रत्येक महिन्याला खडबडीत निर्देशांक घेउन रस्ता सुस्थितीत व अपघात विरहीत ठेवूनच टोल वसुली सुरु ठेवण्याबाबत आपणास आदेशित केलेले असतानाही आपणाकडून वेळोवेळी याचे उल्लंघन होत असून मा. उच्च न्यायालयाच्या आदेशाचा आपणाकडून भंग होत असून न्यायालयाच्या आदेशाचा अपमान करण्यात येत आहे. तसेच शासन सा बां विभागाचे परिपत्रक क्र खाक्षेस २०१६/प्रक्र१३३/ रस्ते ९अ/दि २५.१०.२०१७ मध्ये नमूद परिपत्रकाप्रमाणे प्रत्येक महिन्याला खडबडीत निर्देशांक घेणे आवश्यक असतानाही आपणाकडून याबाबतीत हेतूपुरस्पर टाळाटाळ व दिरंगई करण्यात येते आपणास याबाबतीतही वारंवार लेखी व तोंडी आदेशित करण्यात आलेले आहे. रस्त्याच्या जडुराक्षेत घावपट्टीमुळे रस्त्याच्या अपघातास अडथळी ९०% नुसार उदयोजक म्हाणूक मारणे होत.

आपणाकडून रस्त्याच्या देखभाल दुरुस्तीबाबतीत होणा-या अक्षम्य दुर्लक्षामुळे निष्पाप लोकांचे नाहक जीव जात असून ही या रस्त्याचे उदयोजक म्हणून आपणास निश्चितच भूषणावह बाब नाही व या आपणाकडून होणा-या दुर्लक्षामुळेच सदर लोकांचे जीव जात असल्याने ही खेदाची व शरमेची बाब आहे. तरी आपणास याद्वारे सक्त ताकीद देण्यात येते कि सदर रस्त्याची मॅन्युअल 'ओ' नुसार तात्काळ दुरुस्ती हाती घेण्यात यावी व पुढील अप्रिय घटना टाळावी.

  
कार्यवाही अभियंता  
सा. बां. विभाग, जव्कार

प्रत : मा. अधीक्षक अभियंता, ठाणे (सा. बां.) मंडळ, ठाणे यांना माहितीसाठी सविनय सादर.

प्रत : उपविभागीय अभियंता, सा. बां. उपविभाग वाडा यांना माहिती व पुढील कार्यवाहीकरिता रवाना.

२/- सदर रस्त्यावर ब-याच प्रमाणात खडडे पडल्याचे निदर्शनास येत असून आपण उदयोजकाशी तातडीने संपर्क करून पडलेले खडडे बुजविण्याची कार्यवाही करून घ्यावी व केलेल्या कार्यवाहीबाबत या कार्यालयास अवगत करावे.

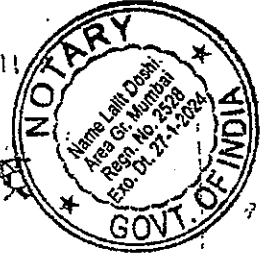
# ANNEXURE " 5 " (Copy)

आदिवासी कष्टकारी डोर नाय - माणूस हाय । माणूसकीची भीक लकी हक्क हवा हक्क हवा ।।



## श्रमजीवी संघटना - महाराष्ट्र

राजि. ट्रेड युनियन नं. टी. डब्ल्यू. एन. ६५ (ठाणे) महाराष्ट्र



जा. क्र. प्र. सं. वाडा ६/२०२६

दिनांक : २०/५/२०२६

प्रति.

मा० उपअगियता

सा० वा० कुपूविभाग वाडा

ता० वाडा जि० पाठशर

विषय:- दि० १६/५/२०२६ रोजी टोकबंद अंदाळी करित असलेले बाबत.

महोदय,

आपला त-वाडा (अंधारनाडा) या स्थळाचे काम सुप्रिम कंपनीकडे आहे. काम अतिशय निरुद्ध व जाय आहे. तर रस्ता पुणे रवड्याकडे असलेला आहे. त्या रस्त्यावर अनेक वर्षे पय माडनेही पुढे जसेच तसे रवड्या परतून आणि त्या रवड्यामध्ये गेल्या वर्षापासून अनेक वर्षे वाढवल्यात अपघात होऊन मुख्य झालेले आहेत. अनेक वेळा श्रमजीवी संघटनेने आवाहन केलेले आहे. त्या रस्त्यामध्ये कुठल्याही प्रकारची कुडक्या झालेली नाही. आणि अपघाताची भाषणे सुद्धा याला आहे. काळीय सुपरी रोजी पडणे वापर वा लडणाचा (वम-८०वर्ष) रवड्यामध्ये याला अपघात होऊन मुख्य झालेला आहे. त्या रस्त्याकडे रस्ता आपला व सुप्रिम कंपनी पुणे, दुर्दैव झालेला आहे. अनेक वेळा तरुण बांधू याला अपघात होऊन मुख्य झालेला आहे. म्हणून १ जून २०२६ पर्यंत आपला त-वाडा (अंधारनाडा) हा पुणे रस्ता अनेक पर्यायाने कुडक्या होऊन आहे. तर

पोलीस निरीक्षक  
वाडा पोलीस स्टेशन

दिनांक: १६/५/२०२६ रोजी प्राप्त श्रमजीवी संघटनेक टोकबंद अंदाळी करित असलेले बाबत व मुख्यव्यवस्था पुणे प्रमाणे झाल्यास सर्वस्वा आपण जबाबदार असाल.

जानेबाई मारुतर  
ता. अक्षयः

मनिम. अश्व  
ता. सह्याय

रमेश चौधरी  
वाडा मंडळ प्रमुख

दि. २०/५/२६

मुख्य कार्यालय :- उसागांव डोंगरी, ता. वसई, जि. ठाणे ४०१ ३०३ (०) : (९५२५०) २५७००३७.

मा. भामदार नितेश नारायणराव गणेश  
संस्थापक अध्यक्ष



नोंदणी क्र. २४७४

स्वाभिमान

विधायक, सामाजिक व अन्यायविरुद्ध लढणारी स्वाभिमानी संघटना



श्री. जितेश (जंही) पाटी  
पालघर जिल्हा अध्यक्ष  
मो. 8888491111 / 992361424

कार्यालय - फातीमा सुसे कॉम्प्लेक्स, भिवंडी-वाडा रोड, पहिला मजला, कुडूस, ता. वाडा, जि. पालघर - 421312

दि. ०९/०७/२०१९

प्रति,

मा. सार्वजनिक बांधकाम विभाग,  
वाडा, ता. वाडा, जि. पालघर

यांसी,

विषय : मे. सुप्रिम इन्फ्रान्स्ट्रक्चर लि. यांचे मौजे कंचाड (वाघोटे), ता. वाडा व मौजे कवाड (अनगांव); ता. भिवंडी, येथील दोन्ही पथकर (टोल) नाके त्वरीत बंद करणेबाबत...

महोदय,

वरिल विषयान्वये विनंती निवेदन करतो की, मे. सुप्रिम इन्फ्रान्स्ट्रक्चर प्रा. लि. यांजकडे 'बांधा, वापरा व हस्तांतर करा' या तत्त्वार भिवंडी-वाडा-मनोर या रस्त्यांचे बांधकाम देण्यात आले होते, हे काय आजपर्यंत पुर्ण करण्यात कंपनी प्रशासन हतबळ झाल्याचे रस्त्यांच्या दुर्दशेने स्पष्ट दिसून येत आहे.

श्री. पाटील  
अध्यक्ष  
विभाग

अपूर्ण पुलांची कामे, ना दुरुस्त रस्ता, संपुर्ण भिवंडी-वाडा-मनोर रस्त्यांची पाहिल्यास पावसात झालेली चाळण, रस्त्यांवरील दुभाजकांची अवस्था, यांमुळे आजपर्यंत या महामार्गावर अनेक अपघात होऊन अनेक निरापराध कुटूंबे उद्ध्वस्त झाली आहेत.

श्री. पाटील

त्यांत मौजे कुडूस, ता. वाडा येथे दि. २५/६/२०१९ रोजी श्री. सखाराम गंगाराम पाटील माजी पोलीस पाटील, कोंढले यांचे आपघाती निधन झाले, तर मौजे दुगाडफाटा, मानिवली, ता. भिवंडी येथील श्री. गणेश गायकर यांचे वर्षभरापूर्वी अपघाती निधन होऊन घरांतील एकमेव कर्त्या कमवत्या मृत्युमुळे संपुर्ण कुटूंबय रस्त्यांवर आले आहे. या घटनेमुळे पंचक्रोशीतील नागरिकांच्या उद्रेकामुळे अंबाडीनाका येथे उत्फुर्तपणे रास्ता रोकडो आंदोलन केल्याने, कंपनी प्रशासन व्यवस्थापक शेख यांनी गायकर यांच्या कुटूंबियांची भेट घेवून आर्थिक मदतीशिवाय मयत श्री. गणेश गायकर यांच्या पत्नीस कायम स्वरुपी नोकरी देण्याचे लेखी आश्वासन दिले होते. मात्र या आश्वासनाची पूर्तता आजपर्यंत करण्यांत आलेली नाही.

५४२

५१६१९२

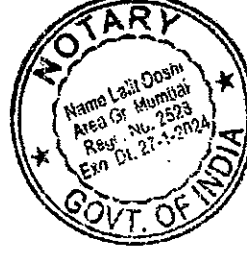
सदरच्या कंपनी व्यवस्थापनांवर सार्वजनिक बांधकाम विभाग यांचे नियंत्रण नसून,

मा.आमदार नितेश नारायणराव राणे  
संस्थापक अध्यक्ष



नोंदणी क्र. २४७४  
स्वामिजाल

विधायक, सामाजिक व अन्यायाविरुद्ध लढणारी स्वामिमानी संघटना



श्री.जितेश (बंटी) पाटील  
पालघर जिल्हा अध्यक्ष  
मो.8888491111 / 9923614244

कार्यालय - फातीमा सुसे कॉम्प्लेक्स, भिवंडी-वाडा रोड, पहिला मजला, कुडूस, ता.वाडा, जि.पालघर- 421312

सां.बां.विभागांतील अधिकारी यांनी आर्थिक संगनमत करून, पाठीशी घातल्याचीही अनेक उदाहरणे समोर आली आहेत.

सदर रस्त्यांची संपूर्ण दुरुस्ती व्हावी, याशिवाय सदर रस्त्यांवर झालेल्या अपघातग्रस्त कुटूंबियांना योग्य वा नुकसान भरपाई देवून, अपघातग्रस्त कुटूंबियांचे पुनर्वसन करावे. याशिवाय संबंधित मौजे कवाड व कंचाड येथील दोन्ही टोल नाके बंद करावेत हि विनंती.

या विनंतीपत्रास अनुसरून आपण संबंधित कंपनी व्यवस्थापनांवर योग्य ती कार्यवाही करून, संबंधितांना योग्य न्याय मिळवून न दिल्यांस बुधवार दि. १७/०७/२०१९ रोजी मौजे अनगांव, ता.भिवंडी येथील टोल नाका बंद करून रास्ता - रोको करण्यात येईल. याबाबतची पुढील सर्व जबाबदारी प्रशासन व कंपनी व्यवस्थापनांवर राहिल.

धन्यवाद !

आपला विश्वासु,

श्री.जितेश (बंटी) पाटील  
पालघर जिल्हा अध्यक्ष /  
प्रभासी ठाणे जिल्हा

प्रत रवाना -

१. मा.उपविभागीय अधिकारी सोा,  
उपविभागीय अधिकारी कार्यालय, भिवंडी  
उपविभागीय अधिकारी कार्यालय, वाडा
२. मा.उपविभागीय पोलिस अधिकारी सोा, अंबाडी
३. मे.सुप्रिम इन्फ्रास्ट्रक्चर प्रा.लि.करिता  
कंचाड (वाघोटे), ता.वाडा  
अनगांव, ता.भिवंडी
४. मा.पत्रकार संघ, ता.वाडा
५. मा.पत्रकार संघ, ता.भिवंडी



आदिवासी कष्टकरी दोर नाय-मानूस हाव ! मानूसकीची भीक नको - हक्क हवा, हक्क हवा!!

## श्रमजीवी संघटना - महाराष्ट्र

रजि. ट्रेड युनियन नं. टी. एच. एन. ६५ (ठाणे) महाराष्ट्र

संस्थापक : मान. विवेकभाऊ पंडित

संस्थापिका : मान. विद्युलताताई पंडित

अध्यक्ष : मान. रामभाऊ वारणा

मुख्य कार्यालय : मु. उसगाँव डोंगरी, पो. भाताणे, ता. वसई, जि. पालघर ४०१३०३

मो. नं. : ७७४४०४५७९२, ९९२२१७४२२५ ईमेल : shramjeevisanghatana82@gmail.com

जावक क्र. :

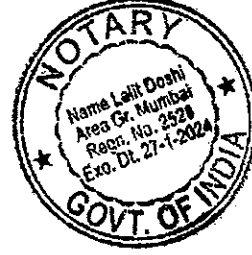
दिनांक १६/०७/२०

प्रति,

मान. उपअभियंता सो.

सार्वजनिक बांधकाम विभाग,

ता. वाडा, जि.ठाणे.



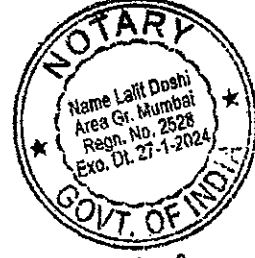
Sub - Div. Ingr.	
Sub-Div. Ingr.	
Word No.	
Date	/ /
Branch	महोदय,
S.O.C.	आपणांस तसेच सार्वजनिक बांधकाम विभागाचे अधिकारी तसेच वाडा-भिवंडी महामार्गाचे काम करणारे
S.D.E.	सुप्रिन्डेंडन्स स्ट्रक्चर या ठेकेदार कंपनीचे अधिकारी यांना रस्त्यातील खड्ड्यांमधील वृक्षारोपण

विषय:- रस्त्यामध्ये पडलेल्या खड्ड्यांमध्ये वृक्षारोपणाच्या कार्यक्रमास प्रमुख पाहुणे म्हणुन उपस्थित राहणेबाबत...

वरील संघटनेच्या वतीने आम्ही युवक/युवती आपण या तालुक्याचे पालक अधिकारी म्हणुन आपणांस तसेच सार्वजनिक बांधकाम विभागाचे अधिकारी तसेच वाडा-भिवंडी महामार्गाचे काम करणारे सुप्रिन्डेंडन्स स्ट्रक्चर या ठेकेदार कंपनीचे अधिकारी यांना रस्त्यातील खड्ड्यांमधील वृक्षारोपण कार्यक्रमस प्रमुख अतिथी म्हणुन निमंत्रित करतो आहोत. भिवंडी वाडा या महामार्गात मोठ्याप्रमाणात खड्डे पडले आहेत. या खड्ड्यांचे प्रमाण या भावसामुळे आणि निकृष्ट रस्त्यामुळे वाढले आहे. याबाबत अनेकदा दरवर्षी सार्वजनिक बांधकाम विभाग आणि सर्व संबंधितांना पत्रव्यवहार, विनंत्या आणि आंदोलन करुनही कोणतीही दखल घेतली जात नाही.

आता आंदोलन करुन सार्वजनिक बांधकाम विभाग निगरगट्ट अधिकारी आणि भ्रष्ट ठेकेदार यांना जाग येत नाही. या खड्ड्यांमुळे जनता त्रस्त झाली आहे. वाहतुकीची कोंडी होत असल्यामुळे विद्यार्थी आणि नागरिकांचे हाल होत आहेत. अपघाताने अनेक निष्पापांचे बळी जात आहेत. मात्र याचे कोणतेही सोयर सुतक या प्रशासनाला नाही. हे दुर्दैवाने येथे नमुद करावेसे वाटते.

अखेर हे खड्डे बुजवून रस्त्याची दुरुस्ती होत असल्याने या खड्ड्यांचा सदुपयोग व्हावा म्हणुन आम्ही श्रमजीवी संघटनेचे युवक आणि युवती दिनांक 13/7/19 रोजी ... या ठिकाणी रस्त्यातील खड्ड्यांमध्ये झाडे लावुन वृक्षारोपण समारंभ करणार असुन झाडे लावा! झाडे जगवा! हा संदेश



वांधकाम विभागाचे सर्व संबंधित अधिकारी व या रस्त्याचे काम करणारे ठेकेदार यांनाही सन्मानाने निर्मंत्रित केले आहे असे कळवावे, हि नम्रतेची विनंती.

कळावे,

आपले,

(अशोक सापटे)  
ठाणे जि.अध्यक्ष

(प्रमोद पवार)  
युवक अध्यक्ष

(जया पारधी)  
ठाणे जि.गहिला प्रमुख

(सुनिल लोणे)  
ता.अध्यक्ष ग्रामीण

(सागर देसक)  
ता. अध्यक्ष शहर

(गणेश सापटे)  
ता. युवक प्रमुख शहर

(जयदास भोईर). (मोतीराम नामकुडा)  
ता. प्रमुख ग्रामीण ता. सचिव

(जयेश पाटील)  
ता. विभागीय सचिव

(प्रकाश राऊत).  
ता.विभागीय सचिव

(ललीत शेळके)  
ता. युवक सचिव

(किशोर हुमणे)  
ता. युवक उपाध्यक्ष

(दत्ता मुकणे)  
ता. युवक उपाध्यक्ष

प्रत रवाना माहितीसाठी,

- १) मान. वरिष्ठ पोलीस निरीक्षक सागे,  
गिणेशपुरी पोलीस स्टेशन,
- २) मान. उपअभियंता सागे,  
सार्वजनिक वांधकाम विभाग, भिवंडी.
- ३) मान. उपअभियंता सागे,  
सार्वजनिक वांधकाम विभाग, वाडा.
- ४) मान. व्यवस्थापक सागे,  
सुप्रिम इंफ्रान्स्ट्रक्चर

श.स. भिवंडी. ता.मुका. पोलीस स्टेशन



स्थापना : १८/१२/१९

ता. वाडा, जि. पालघर

उपसरपंच  
मो. 7875343444

ग्रामविकास अधिकारी  
मो. 9271816125

सरपंच  
मो. 9975125079



30 JUL 2019

सदस्य  
मो. 9860455180

सदस्य  
मो. 9860671157

सदस्य  
मो. 9096543760

सदस्य  
मो. 9975052248

सदस्य  
मो. 9423090853

सदस्य  
मो. 7028888334

सदस्य  
मो. 7264923130

सदस्य  
मो. 8007381850

प्रति,

मा.कार्यकारी अभियंता सो,  
सार्वजनिक बांधकाम विभाग वाडा  
ग्राम पंचायत कुडूस, ता.वाडा यांजकडून सविनय सादर,  
विषय - १) वाडा-भिवंडी वाडा रस्त्यावरील मौजे-कुडूस येथील नाना अपार्टमेंट  
समोरील रस्त्यावर मोरीचे बांधकाम त्वरीत करून घेणे बाबत.  
२) वाडा-भिवंडी या रस्त्यावरील खड्डे त्वरीत बुजविणे बाबत.  
संदर्भ - मासिक सभा दि.२९/०७/२०१९ ठराव क्र.१६(२)

महोदय,

वाडा-भिवंडी या रस्त्याचे काम मे.सुप्रीम इंफ्रास्ट्रक्चर या कंपनी मार्फत करणेत आले आहे.सदर कंपनीने आमच्या कुडूस ग्रा.पं.कार्यक्षेत्रातील हद्दीत रस्त्याच्या दोन्ही बाजूस गटारीचे काम करणे तसेच नाना अपार्टमेंट समोर मोरी बांधकाम करणे आवश्यक होते.मात्र आजतागायत उपरोक्त कामे पूर्ण न केल्याने किंबहुना सुरुवात सुद्धा न केल्याने अनेक समस्या उभ्या राहिल्या आहेत.या संदर्भात ग्रामस्थांच्या अनेक तक्रारी पंचायतीकडे येत आहेत.अश्यातच नाना अपार्टमेंट समोरील मोरीचे बांधकाम नव्याने मोठे पाईप टाकून करणे आवश्यक होते.मात्र आजतागायत उपरोक्त मोरीचे बांधकाम केलेले नसल्याने नाना अपार्टमेंट मधील रहिवाशी तसेच परिसरात मोठ्या प्रमाणात पाणी साचून राहत असल्याने व गटारीचे सुद्धा काम न केल्याने गटारीमध्ये ग्रामस्थ पडून जिवितहानी होण्याची दाट शक्यता आहे.तसेच वाडा भिवंडी रस्त्यावर मोठ्या प्रमाणात खड्डे पडले असून,त्यादसंदर्भात मोठ्या प्रमाणात तक्रारी आहेत.तरी उपरोक्त काम दिनांक २१/०८/२०१९ पर्यंत न केल्यास ग्रामस्थ रास्ता रोको आंदोलन करणार आहेत.व त्या बाबीस आपले कार्यालय जबाबदार राहिल.याची नोंद घ्यावी.कळावे

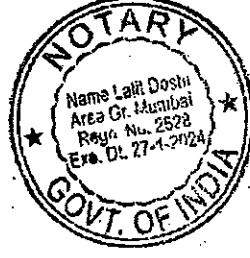
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मो. 551973872	In Word सदस्य Date: 9/7/19
मो. 822688632	Date: 9/7/19
मो. 9209694393	S.D.E. अ. १

मो. 7887320201

मो. ११२५१०७३  
मो. ११२५१०७३

ग्रामविकास अधिकारी  
ग्रामपंचायत कुडूस  
ता. वाडा, जि. पालघर

सरपंच  
ग्रामपंचायत कुडूस  
ता. वाडा, जि. पालघर



स्थापना : १८/१२/१९५६

ता. वाडा, जि. पालघर

उपसरपंच  
मो. 7875343444

ग्रामविकास अधिकारी  
मो. 9271816125

सरपंच  
मो. 9975125079

सदस्य  
मो. 9860455180

सदस्य  
मो. 9860671157

सदस्य  
मो. 9096543760

सदस्य  
मो. 9975052248

सदस्य  
मो. 9423090853

सदस्य  
मो. 7028888334

सदस्य  
मो. 7264923130

सदस्य  
मो. 8007381850

सदस्य  
मो. 9561650304

सदस्य  
मो. 8551973872

सदस्य  
मो. 9422688622

सदस्य  
मो. 9209694393

सदस्य  
मो. 3397320201



30 JUL 2019

मासीक सभा दिनांक २९/०७/२०१९ ठराव क्रमांक १६(२) ची अस्सल नक्कल.

विषय क्रमांक १६ - मा.अध्यक्षांचे परवानगीने आयत्यावेळी घेणारे विषयावर चर्चा करून निर्णय घेणे.

ठराव क्रमांक १६(१) - वाडा-भिवंडी वाडा रस्त्यावरील मौजे-कुडूस येथील नाना अपार्टमेंट समोरील रस्त्यावर मोरीचे बांधकामाबाबत.

उपरोक्त विषयावर सभेत सविस्तरपणे चर्चा करण्यात आली असता, वाडा-भिवंडी या रस्त्याचे काम मे.सुप्रीम इंफ्रास्ट्रक्चर या कंपनी मार्फत करणेत आले आहे. सदर कंपनीने आपल्या कुडूस ग्रा.पं.कार्यक्षेत्रातील हद्दीत रस्त्याच्या दोन्ही बाजूस गटारीचे काम करणे तसेच नाना अपार्टमेंट समोर मोरी बांधकाम करणे आवश्यक होते. मात्र आजतागायत कामे पुर्ण न केल्याने किंबहुना सुरुवात सुद्धा न केल्याने अनेक समस्या उभ्या राहिल्या आहेत. या संदर्भात ग्रामस्थांच्या अनेक तक्रारी पंचायतीकडे येत आहेत. अश्यातच नाना अपार्टमेंट समोरील मोरीचे बांधकाम नव्याने मोठे पाईप टाकून करणे आवश्यक होते. मात्र आजतागायत उपरोक्त मोरीचे बांधकाम केलेले नसल्याने नाना अपार्टमेंट मधील रहिवाशी तसेच परिसरात मोठ्या प्रमाणात पाणी साचून राहत असल्याने व गटारीचे सुद्धा काम न केल्याने गटारीमध्ये ग्रामस्थ पडून जिवितहानी होण्याची दाट शक्यता आहे. तरी वरील बाबतीत मे.कार्यकारी अभियंता सार्वजनिक बांधकाम विभाग वाडा यांना पत्रव्यवहार करणेस आजची सभा मंजुरी देत आहे.

सुचक - श्री.गिरीश गोविंद चौधरी

अनुमोदक - सौ.चेतना मधुकर उराडे

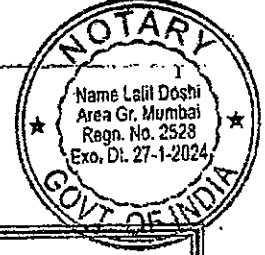
ठराव सर्वानुमते मंजूर

ठरावाची अस्सल नक्कल दुय्यम प्रतीत दिली असे.

ग्रामविकास अधिकारी  
ग्रामपंचायत कुडूस  
ता. वाडा जि. पालघर

सरपंच  
ग्रामपंचायत कुडूस  
ता. वाडा जि. पालघर

## ANNEXURE " 6 "



दिनांक ०५.११.२०१९

रफनेस इंडेक्स चाचणीदिनांक १६.१०.२०१९ ते १७.१०.२०१९

खाजगीकरणारअंतर्गत "बांधा, वापरा व हस्तांतरीत करा" ह्या तत्वावर, ठाणे जिल्हयातील मनोर ते वाडा (रा.मा.३४ कि.मी. २९/५५० ते ५३/८०० (२४.२ किमी) व वाडा ते भिवंडी (रा.मा.३५) किमी ४९/००० ते ८९/०७० (४०.७ किमी) ह्या एकुण ६४.३२ किमी रस्त्याचे चौपदरीकरण व देखभाल दुरुस्ती करणे.

(वाडा भिवंडी रस्ता रा.मा.क्र. ३५ वरील विश्वभारती फाटा-भिनार- वडपा जंक्शन किमी ७/९०० एकुण लांबी ७.९० किमी ह्या बाहयवळण रस्त्याच्या बांधकामासह)

प्रकल्पातील उर्वरित कामे, नुतनिकरण व भिवंडी वळण रस्त्याचे काम पूर्ण करणे

संशोधन अधिकारी,  
महामार्ग संशोधन विभाग क्र.१  
महाराष्ट्र अभियांत्रिकी संशोधन संस्था (मेरी)  
दिंडोरी रोड, नाशिक-४२२ ००४

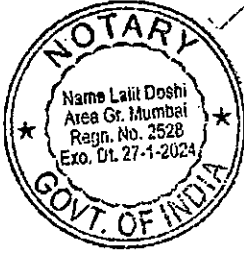


दूरध्वनी क्रमांक :  
कार्यालय : (०२५३)-२५३०९५६  
फॅक्स : (०२५३)-२५३०९६४  
ई-मेल : mahamargmeri@gmail.com

महाराष्ट्र शासन  
जलसंपदा विभाग

जा क्र मार्ग-१/अरुर अहवाल/५६५ / सन २०१९  
प्रति.

दिनांक : २२/१०/२०१९



कार्यकारी अभियंता,  
सा.बां विभाग जव्हार,  
जि.पालघर.

विषय : वाडा - मनोर रस्ता , रा.मा.क्र.३४ कि.मी. २९/५५० ते ५३/८०० व वाडा - भिवंडी,  
रस्ता, रा.मा.क्र ३५ कि.मी. ४९/००० ते ८९/७०० रस्त्याचे रफनेस इंडेक्स (अरुर)  
चाचणी अहवालवाबत ---

- संदर्भ : १.उपविभागीय अभियंता,सार्वजनिक बांधकाम उपविभाग,वाडा यांचे ई-मेल द्वारे  
प्राप्त पत्र जा.क्र.सा.बां/उवि/वाडा/१२३६ दि.१०.१०.२०१९.  
२.या कार्यालयाचे पत्र जा.क्र.मार्ग-१/अरुर/४९५/सन २०१९ दि.१०/१०/२०१९.  
३.या कार्यालयाचे पत्र जा.क्र.मार्ग-१/अरुर चाचणी/५००/सन २०१९  
दि.१५/१०/२०१९

संदर्भिय पत्रांस अनुसरून, वाडा - मनोर रस्ता , रा.मा.क्र.३४ कि.मी. २९/५५० ते ५३/८००  
व वाडा - भिवंडी, रस्ता, रा.मा.क्र ३५ कि.मी. ४९/००० ते ८९/७०० रस्त्याची रफनेस इंडेक्स चाचणी, क्षेत्रीय  
अधिकारी यांचे उपस्थितीत, दि. १६/१०/२०१९ ते १७/१०/२०१९ या कालावधीत, या विभागाच्या अरुर  
चाचणी पथकाकडून घेण्यात आलेली आहे. सदर चाचणी कामाचे निष्कर्ष सोबत अग्रेषित करण्यात येत  
आहेत.

हे आपल्या माहितीसाठी व पुढील कार्यवाहीसाठी सस्नेह अघोषित.

सोबत : चाचणी निष्कर्ष.

(सु.रा.नि.हाळी)  
संशोधन अधिकारी,  
महामार्ग संशोधन विभाग क्र.१,  
(मेरी), नाशिक - ४.

प्रत : मा. अधीक्षक अभियंता, महाराष्ट्र अभियांत्रिकी संशोधन संस्था (मेरी), नाशिक-४ यांना माहितीसाठी  
सयिनय सादर.

MAHARASHTRA ENGINEERING RESEARCH INSTITUTE, NASHIK-4  
HIGHWAY RESEARCH DIVISION NO.1, M.E.R.I., NASHIK-4

ROUGHNESS TEST DATA

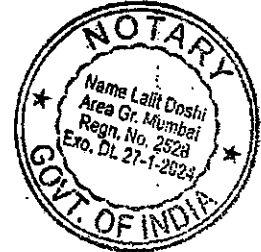
Name of Road : WADA TO MANOR ROAD, SH - 34, (KM 29/550 TO 53/800)

Direction : MANOR TO WADA

Date : 16/10/2019 & 17/10/2019

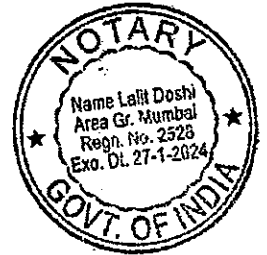
Instrument : C.R.R.I. Calibrated Axle Mounted Bump Integrator

Km No.	Section Length in mtr	Shoulder side Lane		Median side Lane	
		Roughness in mm/km.	Average Roughness in mm/km	Roughness in mm/km.	Average Roughness in mm/km
29 to 30	200				
	"				
	"	3637		665	
	"	4547		4911	
30 to 31	200	2788		3758	2570
	"			2606	
	"			2849	
	"			1393	
31 to 32	200	2182	1806	3880	2994
	"	3152		3213	
	"	1211		3273	
	"	1575		2970	
32 to 33	200	908	1490	1636	1975
	"	1151		2182	
	"	2667		2545	
	"	1332		2303	
33 to 34	200	1636	483	2182	678
	"	665		665	
	"	847		1393	
	"	423		423	
34 to 35	200	180	678	423	1017
	"	483		544	
	"	483		605	
	"	423		241	
35 to 36	200	241	2121	544	2351
	"	1454		2606	
	"	969		605	
	"	301		1090	
36 to 37	200	362	2448	423	3006
	"	1272		3819	
	"	4486		3395	
	"	2242		2242	
37	200	2242	2448	1878	3006
	"	2788		2182	
	"	1939		1514	
	"	301		969	
37	"	2485	2448	4304	3006
	"	4729		6063	



Direction : MANOR TO WADA Date : 16/10/2019 &amp; 17/10/2019

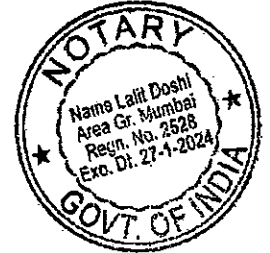
Km No.	Section Length in mtr	Shoulder side Lane		Median side Lane	
		Roughness mm/km.	Average Roughness in mm./km	Roughness mm/km.	Average Roughness in mm./km
37 to 38	200			4971	3528
	—			4668	
	—			3031	
	—			2727	
38 to 39	200	3213	1345	4304	1939
	—	1818		1029	
	—	483		847	
	—	362		1514	
39 to 40	200	847		2000	2825
	—	483		1090	
	—			5093	
	—			1878	
40 to 41	200	4608	3310	4790	3128
	—	3577		2667	
	—	2242		2727	
	—	4790		3758	
41 to 42	200	1393	1272	1696	1939
	—	969		1514	
	—	1332		3031	
	—	1272		2000	
42 to 43	200	1211	1320	969	1478
	—	1757		1454	
	—	1151		1393	
	—	1151		1454	
43 to 44	200	1332		2121	2424
	—	1696	1999	2364	
	—	2182		2242	
	—	2545		3395	
44 to 45	200	1514		811	2303
	—	2060	1818		
	—	1029	423		
	—	726	544		
45 to 46	200	605	1696	605	1648
	—	847		908	
	—	847		1151	
	—	1729		4729	
46 to 47	200	1757	2254	969	3225
	—	908		787	
	—	483		605	
	—	605		1151	
47	200	2121	2254	3758	3225
	—	726		1454	
	—	3334		4365	
	—	1939		2849	
		3152		3698	



Direction : MANOR TO WADA

Date : 16/10/2019 & 17/10/2019

Km No.	Section Length in mtr	Shoulder side Lane		Median side Lane	
		Roughness mm/km.	Average Roughness in mm/km	Roughness mm/km.	Average Roughness in mm/km
47 to 48	200	3637		3516	2885
	-"-	1332		1454	
	-"-			2909	
	-"-			3516	
48 to 49	200			3031	3019
	-"-			1090	
	-"-	3273		5821	
	-"-	2121		5214	
49 to 50	200	665		2182	1648
	-"-	787		787	
	-"-	787		2545	
	-"-	1029		1636	
50 to 51	200			1818	3892
	-"-			1575	
	-"-	3213		2303	
	-"-	3758		4183	
51 to 52	200	5457		4304	2618
	-"-	4062		5093	
	-"-			3577	
	-"-			5093	
52 to 53	200	3819	629	3395	775
	-"-			3516	
	-"-	3940		726	
	-"-	1878		423	
53 to 54	200	908		605	
	-"-	726		1029	
	-"-	544		787	
	-"-	605		1029	
54	200	1272		2182	
	-"-	423		1696	
	-"-	1878		2667	
	-"-	2424		2909	



(S.R.Nithal)  
RESEARCH OFFICER  
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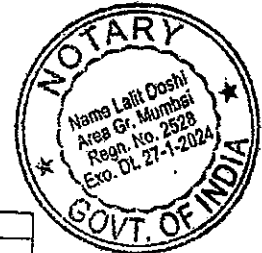
MAHARASHTRA ENGINEERING RESEARCH INSTITUTE, NASHIK-4  
HIGHWAY RESEARCH DIVISION NO.1, M.E.R.I., NASHIK-4

ROUGHNESS TEST DATA

Name of Road : WADA TO MANOR ROAD, SH - 34, (KM 29/550 TO 53/800)

Direction : WADA TO MANOR Date : 16/10/2019 & 17/10/2019

Instrument : C.R.R.I. Calibrated Axle Mounted Bump Integrator



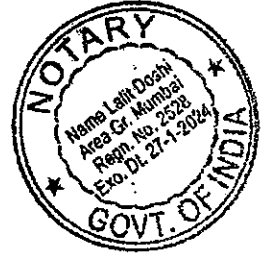
Km No.	Section Length in mtr	Shoulder side Lane		Median side Lane	
		Roughness in mm/km.	Average Roughness in mm/km	Roughness in mm/km.	Average Roughness in mm./km
54 to 53	200				
	"	2909		1332	
	"	1575		1636	
	"	2424		1939	
53 to 52	"	1818	1393	2606	993
	200	2364		2060	
	"	2606		1636	
	"	908		483	
	"	423		483	
52 to 51	"	665		301	1721
	200	605		362	
	"	1151		362	
	"	483		1818	
	"			3152	
51 to 50	"	4122	3722	2909	3358
	200	6670		4122	
	"	3455		3152	
	"	2970		3273	
	"	2788		3395	
50 to 49	"	2727		2849	1260
	200			2242	
	"			787	
	"			969	
	"	1090		1151	
49 to 48	"	1029	2218	1151	2169
	200	726		908	
	"	1211		1818	
	"	1818		1514	
	"	1878		3334	
48 to 47	"	5457		3273	2084
	200			3455	
	"			1818	
	"			2242	
	"	1454		1393	
	"	1393		1514	

2

Direction : WADA TO MANOR

Date : 16/10/2019 &amp; 17/10/2019

Km No.	Section Length in mt	Shoulder side Lane		Median side Lane	
		Roughness mm/km.	Average Roughness in mm./km	Roughness mm/km.	Average Roughness in mm./km
47 to 46	200	544	1563	2000	1369
	-"-	1090		241	
	-"-	1151		665	
	-"-	1575		1575	
46 to 45	-"-	3455	714	2364	932
	200	1029		2303	
	-"-	787		1029	
	-"-	483		544	
45 to 44	-"-	605	1999	544	2048
	-"-	665		241	
	200	4122		726	
	-"-	3455		3455	
44 to 43	-"-	1029	2034	4365	2946
	-"-	908		969	
	-"-	483		726	
	200	847		1332	
43 to 42	-"-	847	1102	2000	1187
	-"-	787		3213	
	-"-	2060		5335	
	-"-	3273		2849	
42 to 41	-"-	3455	1345	2849	1308
	200	1211		969	
	-"-	847		847	
	-"-	908		847	
41 to 40	-"-	1029	1745	1818	2449
	-"-	1514		1454	
	200	847		1029	
	-"-	1332		1211	
40 to 39	-"-	1151	653	1636	1260
	-"-	1818		1272	
	-"-	1575		1393	
	200	1514		2364	
39 to 38	-"-	2000	653	3577	1260
	-"-	3273		1393	
	-"-	1029		1393	
	-"-	908		3516	
38 to 37	200	3577	653	6427	1260
	-"-			7094	
	-"-			4850	
	-"-			3758	
37 to 36	-"-		653	3698	1260
	200	544		605	
	-"-	362		908	
	-"-	605		1332	
36 to 35	-"-	605	653	1454	1260
	-"-	605		2000	
	-"-	1151			
	-"-				



Direction : WADA TO MANOR Date : 16/10/2019 & 17/10/2019



Kil. No.	Section Length in mtr	Shoulder side Lane		Median side Lane	
		Roughness mm/km.	Average Roughness ft mm/km	Roughness mm/km.	Average Roughness in mm/km
38 to 37	200	3031		1757	1988
	-"-			2667	
	-"-			1575	
	-"-			1939	
37 to 36	200			2000	2000
	-"-			2424	
	-"-	2060		3213	
	-"-	908		969	
36 to 35	-"-	1211	2776	605	2922
	200	2364		2788	
	-"-	2545		3334	
	-"-	2182		1575	
35 to 34	-"-	3334	617	4608	665
	-"-	3155		787	
	200	423		362	
	-"-	301		180	
34 to 33	-"-	362	896	969	726
	-"-	969		1393	
	-"-	1029		423	
	200	544		362	
33 to 32	-"-	787	702	1151	1235
	-"-	2000		665	
	-"-	726		665	
	-"-	423		787	
32 to 31	200	483		362	2558
	-"-	483		544	
	-"-	908		1029	
	-"-	787		1636	
31 to 30	-"-	847		2606	2121
	200	2424		4365	
	-"-	1151		1514	
	-"-	1575		2000	
30 to 29	-"-	1757		2364	
	-"-			2545	
	200			3273	
	-"-			2060	
	-"-			2849	
	-"-	2121		1454	
	-"-	1514		969	
	200	1818		1636	
	-"-	2424		3455	
	-"-				
	-"-				
	-"-				

(S.R. Nirhatti)  
 RESEARCH OFFICER  
 HIGHWAY RESEARCH DN.NO.J,  
 M.E.R.I., NASHIK -4

MAHARASHTRA ENGINEERING RESEARCH INSTITUTE, NASHIK-4  
HIGHWAY RESEARCH DIVISION NO.1, M.E.R.I., NASHIK-4

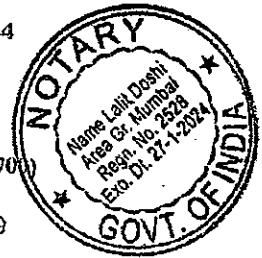
ROUGHNESS TEST DATA

Name of Road : WADA TO BHIWANDI ROAD, SH - 35, (KM 49/000 TO 89/700)

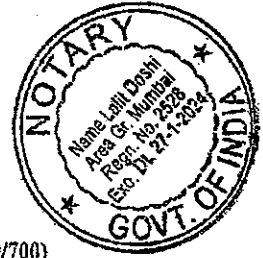
Direction : WADA TO BHIWANDI

Date : 16/10/2019 to 17/10/2019

Instrument : C.R.R.I. Calibrated Axle Mounted Bump Integrator



Km No.	Section Length in mtr	Shoulder side Lane		Median side Lane	
		Roughness in mm/km.	Average Roughness in mm/km	Roughness in mm/km.	Average Roughness in mm/km
49 to 50	200	1757	2388	1090	3116
	"	3213		2485	
	"	3000		2424	
	"	2424		5093	
	"	2545		4486	
50 to 51	200	2849	2279	3577	2885
	"	2667		4365	
	"	2909		1575	
	"	1454		2060	
	"	1514		2849	
51 to 52	200	2970	5578	3334	5105
	"	4304		5214	
	"	4790		4608	
	"	7337		5396	
	"	8489		6973	
52 to 53	200	3455	5784	9642	7555
	"	4365		5821	
	"	5699		6730	
	"	4486		6670	
	"	10915		8914	
53 to 54	200	3334	2739	8065	5154
	"	1514		6306	
	"	3213		2424	
	"	2545		5457	
	"	3091		3516	
54 to 55	200	2909	2303	4971	2545
	"	1454		1878	
	"	2545		1575	
	"	2485		1514	
	"	2121		2788	
55 to 56	200	4244	2861	4001	5093
	"	4426		4608	
	"	2606		7519	
	"	1818		6852	
	"	1211		2485	



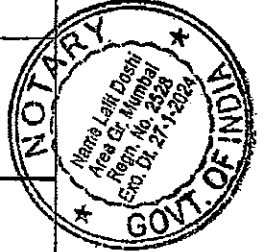
2

Name of Road : WADA TO BHIWANDI ROAD, SH - 35, (KM 49/000 TO 89/700)

Km No.	Section Length in mtr	Shoulder side Lane		Median side Lane	
		Roughness mm/km.	Average Roughness in mm/km	Roughness mm/km.	Average Roughness in mm/km
56 to 57	200	1393	2206	3334	3261
	"	1878		2727	
	"	1636		4971	
	"	1272		3031	
	"	4850		2242	
57 to 58	200	8671	5505	6063	6536
	"	4547		8671	
	"	3273		6791	
	"	6912		4001	
	"	4122		7155	
58 to 59	200	2303	5626	5881	6027
	"	2182		3516	
	"	7397		3819	
	"	7458		7034	
	"	8792		9884	
59 to 60	200	4608	6888	11886	8247
	"	2849		7276	
	"	12735		2788	
	"	7458		10430	
	"	6791		8853	
60 to 61	200	3758		10430	3577
	"			4608	
	"			544	
	"			1029	
	"			1272	
61 to 62	200			847	6051
	"			787	
	"			3758	
	"			13766	
	"			11097	
62 to 63	200	3516	5760	7276	7155
	"	5821		2545	
	"	6063		7883	
	"	6609		6488	
	"	6791		11582	
63 to 64	200	5881	5930	12977	9047
	"	9156		5214	
	"	3213		14372	
	"	5760		4122	
	"	5639		8550	
64 to 65	200	6063	5081	7458	6973
	"	6124		8065	
	"	4668		6306	
	"	6003		8368	
	"	2545		4668	

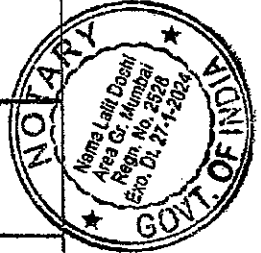
Name of Road : WADA TO BHIWANDI ROAD, SH - 35, (KM 49/000 TO 89/700)

Km No.	Section Length in mtr	Shoulder side Lane		Medinn side Lane	
		Roughness mm/km.	Average Roughness in mm./km	Roughness mm/km.	Average Roughness in mm./km
65 to 66	200	8489	6209	9823	7482
	"	4183		5214	
	"	4486		7155	
	"	5639		8550	
66 to 67	"	8247	4353	6670	7519
	200	6791		6609	
	"	2727		8247	
	"	3637		12795	
67 to 68	"	3577	3856	6306	5457
	"	5032		3637	
	200	3395		5457	
	"	4911		5396	
68 to 69	"	3880	2897	4608	3746
	"	3637		6852	
	"	3455		4971	
	200	3395		3395	
69 to 70	"	3819	3649	7034	4292
	"	2667		3455	
	"	2485		2606	
	"	2121		2242	
70 to 71	200	3213	5445	3940	5408
	"	5396		4426	
	"	4668		6124	
	"	3698		3698	
71 to 72	"	1272	8028	3273	3261
	200	3152		4365	
	"	4244		3395	
	"	5457		4304	
72 to 73	"	7640	4268	5760	4935
	"	6730		9217	
	200	12553		3758	
	"	12431		3880	
73 to 74	"	7761	1138	3516	1805
	"	4122		1636	
	"	3273		3516	
	200	4547		4122	
74	"	2485	1138	4668	1805
	"	4729		5275	
	"	4668		5214	
	"	4911		5396	
74	200	908	1138	2060	1805
	"	787		1332	
	"	1393		1393	
	"	1272		2485	
		1332		1757	



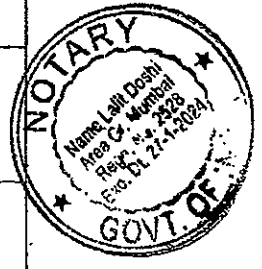
Name of Road : WADA TO BHIWANDI ROAD, SH - 35, (KM 49/000 TO 89/700)

Km No.	Section Length in	Shoulder side Lane		Median side Lane	
		Roughness	Average Roughness in	Roughness	Average Roughness in
74 to 75	200	3395	2897	2424	3686
	"	2000		3395	
	"	3031		4244	
	"	5153		4608	
75 to 76	"	908	4062	3758	5930
	200	4790		3698	
	"	8792		11340	
	"	2182		6548	
76 to 77	"	2121	2424	4304	3455
	"	2424		3758	
	200	3273		5578	
	"	1939		2606	
77 to 78	"	1514	2764	2909	2946
	"	2121		3698	
	"	3273		2485	
	200	1151		1757	
78 to 79	"	1393	3370	2242	4135
	"	3758		3213	
	"	3880		4729	
	"	3637		2788	
79 to 80	200	3152	1781	3152	3067
	"	5699		4426	
	"	3455		5457	
	"	1878		2424	
80 to 81	"	2667	3455	5214	4935
	200	3213		3577	
	"	1575		3819	
	"	969		1696	
81 to 82	"	1332	2558	1393	3128
	"	1818		4850	
	200	1332		2545	
	"	2545		6124	
82 to 83	"	5032	6379	5578	6646
	"	4971		7579	
	"	3395		2849	
	200	2303		2424	
83 to 84	"	2849	4195	3031	6658
	"	2606		4244	
	"	2545		3940	
	"	2485		2000	
84	200	7337	4195	13281	6658
	"	8489		4001	
	"	3637		8489	
	"	8368		6306	
84	"	4062	4195	1151	6658
	200	1454		7216	
	"	5335		2849	
	"	2303		5153	
84	"	4486	4195	7397	6658
	"	7397		10673	



Name of Road : WADA TO BHIWANDI ROAD. SH - 35. (KM 49/000 TO 89/700)

Km No.	Section Length in	Shoulder side Lane		Median side Lane	
		Roughness	Average Roughness in	Roughness	Average Roughness in
84 to 85	200	4971	2266	3940	3079
	"	2667		787	
	"	1332		4304	
	"	1454		4062	
85 to 86	"	908	1563	2303	3006
	200	787		3273	
	"	1393		3091	
	"	1757		2424	
86 to 87	"	1454		2970	
	"	2424		3273	
	200				
	"				
87 to 88	"				
	"				
	200				
	"				
88 to 89	"				
	"				
	200				
	"				
89 to 90	"				
	"				
	200				
	"				



Note : At some stretches due to major pot holes on road surface the testing vehicle speed is not maintained as per guidelines

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HIGHWAY RESEARCH DIVISION NO.1, M.E.R.I., NASHIK-4  
ROUGHNESS TEST DATA

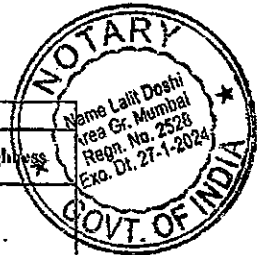
Name of Road : WADA TO BHIWANDI ROAD, SH - 35, (KM 49/000 TO 89/700)

Direction : BHIWANDI TO WADA

Date : 16/10/2019 to 17/10/2019

Instrument : C.R.R.I. Calibrated Axle Mounted Bump Integrator

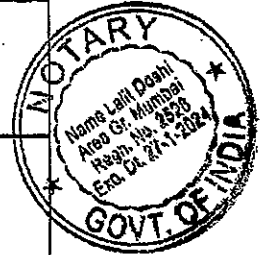
Km No.	Section Length in mtr	Shoulder side Lane		Median side Lane	
		Roughness in mm/km.	Average Roughness in mm/km	Roughness in mm/km.	Average Roughness
90 to 89	200				
	"				
	"				
	"				
89 to 88	200				
	"				
	"				
	"				
88 to 87	200				
	"				
	"				
	"				
87 to 86	200				
	"				
	"				
	"				
86 to 85	200	2909	2497	3213	2036
	"	2303		1696	
	"	2849		1454	
	"	1757		2303	
	"	2667		1514	
85 to 84	200	787	3067	3091	3867
	"	5214		8671	
	"	4244		3091	
	"	1454		3758	
	"	3637		726	
84 to 83	200	483	2254	3880	2958
	"	2303		1514	
	"	1151		4001	
	"	5942		3880	
	"	1393		1514	
83 to 82	200	2182	2643	3091	3237
	"	3880		3940	
	"	3091		5517	
	"	2060		908	
	"	2000		2727	



Direction : BHIWANDI TO WADA

Date : 16/10/2019 to 17/10/2019

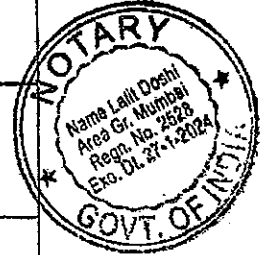
Km. No.	Section Length in mtr	Shoulder side Lane		Median side Lane	
		Roughness mm/km.	Average Roughness	Roughness mm/km.	Average Roughness
82 to 81	200	2909	1818	2364	3892
	"	1757		3880	
	"	1636		5760	
81 to 80	"	908	2242	4729	3031
	"	1878		2727	
	200	2970		3091	
81 to 80	"	2364	2242	3577	3031
	"	2182		2485	
	"	1696		2242	
80 to 79	"	2000	1915	3758	2485
	200	1332		1514	
	"	1211		1332	
80 to 79	"	3698	1915	4911	2485
	"	1636		1575	
	"	1696		3091	
79 to 78	200	3334	4025	2424	6245
	"	6063		8974	
	"	2788		4850	
79 to 78	"	4122	4025	7761	6245
	"	3819		7216	
	200	6366		3334	
78 to 77	"	1696	3431	3819	3843
	"	2000		2788	
	"	1818		3455	
78 to 77	"	5275	3431	5821	3843
	200	1332		2424	
	"	1332		1696	
77 to 76	"	1151	1696	3516	3249
	"	1757		4122	
	"	2909		4486	
77 to 76	200	2788	3407	6306	5639
	"	1029		1575	
	"	7216		6973	
76 to 75	"	1454	3407	3758	5639
	"	4547		9581	
	200	5457		2364	
75 to 74	"	1939	3055	2364	2339
	"	1696		2970	
	"	3152		1939	
75 to 74	"	3031	3055	2060	2339
	200	3577		5275	
	"	3273		4608	
74 to 73	"	3213	3625	3637	3928
	"	3031		3152	
	"	5032		2970	
74 to 73	200	2060	2582	6548	3540
	"	1757		3273	
	"	3273		2667	
73 to 72	"	2849	2582	3395	3540
	"	2970		1818	
	200	2060		6548	



Direction : BHIWANDI TO WADA

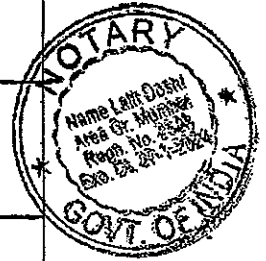
Date : 16/10/2019 to 17/10/2019

Km No.	Section Length in	Shoulder side Lane		Median side Lane	
		Roughness	Average Roughness in	Roughness	Average Roughness in
72	200	4547	8610	4001	2715
	"	9702		1636	
	"	12431		2121	
71	200	10612	6063	2606	6233
	"	5760		3213	
	"	6791		7094	
71	200	7640	4535	6730	4256
	"	5153		5699	
	"	7943		7276	
70	200	2788	4462	4365	5347
	"	5517		6427	
	"	2182		1878	
70	200	2000	2861	5639	4887
	"	7519		1514	
	"	5457		5821	
69	200	7761	4935	4729	6257
	"	3819		6609	
	"	2121		8125	
68	200	2242	6209	4850	7034
	"	6366		2424	
	"	3091		5093	
68	200	2485	3807	6852	5505
	"	3152		3940	
	"	2909		3758	
67	200	2667	7810	4790	9387
	"	3637		3940	
	"	3819		5821	
67	200	7337	8877	3940	8877
	"	5760		5881	
	"	4122		11704	
66	200	1575	3395	7579	8877
	"	9702		6488	
	"	6184		5153	
65	200	6730	7640	10127	8877
	"	6852		5821	
	"	2606		7640	
65	200	4486	6124	4971	8877
	"	2364		4547	
	"	5578		6973	
64	200	4001	10127	3395	8877
	"	6791		6124	
	"	6730		10127	
64	200	7943	5760	5760	8877
	"	5032		14494	
	"	12553		10430	
63	200	4304	10248	10248	8877
	"	5457		7822	
	"	4365		6488	
62	200	4608	8368	8368	8877
	"			11461	
	"				



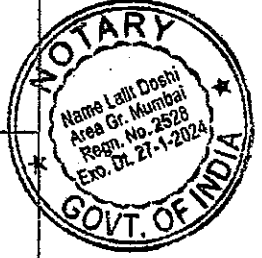
Direction : BHIWANDI TO WADA Date : 16/10/2019 to 17/10/2019

Km No.	Section Length in	Shoulder side Lane		Median side Lane	
		Roughness	Average Roughness in	Roughness	Average Roughness In
62 to 61	200			16556	7385
	"			11582	
	"			3880	
	"			2667	
61 to 60	200			2242	3249
	"			2121	
	"			5032	
	"			3091	
60 to 59	"	12128		2303	5323
	"			3698	
	200	4971	3322	7761	
	"	4911		3819	
"	3031	8671			
"	1636	2545			
59 to 58	"	2060		3819	6342
	200	787	4996	4183	
	"	3940		5881	
	"	9217		4486	
58 to 57	"	6791			10248
	"	4244		6912	
	200	1696	4098	2667	
	"	2545		2000	
"	6670	7034			
"	1757	2303			
57 to 56	"	7822		8610	2837
	200	3758	1915	4486	
	"	2121		2485	
	"	1514		2000	
56 to 55	"	1029			2849
	"	1151		2364	
	200	1514	2934	4244	
	"	3880		2788	
"	2788	4668			
"	3455	3455			
55 to 54	"	3031		4668	1878
	200	1514	2121	1332	
	"	2909		3637	
	"	2849		1757	
54 to 53	"	1636			1332
	"	1696		1332	
	200	847	2424	3455	
	"	2849		1393	
"	787	5396			
"	3091	2364			
53 to 52	"	4547		6791	5372
	200	2485	4511	10612	
	"	7155		10248	
	"	7094		2485	
52	"	4608			1272
	"	1211		2242	



Direction: BHIWADI TO WADA Date: 16/10/2019 to 17/10/2019

Km No.	Section Length in	Shoulder side Lane			
		Roughness	Average Roughness in	Roughness	Average Roughness in
52	200	2849	4802	9096	5784
	"	4304		5942	
	"	8671		4426	
	"	4244		5821	
51	"	3940	1781	3637	3018
	200	1514		1332	
	"	1939		1272	
	"	1818		2060	
50	"	847	2558	5396	2352
	"	2788		5032	
	200	4668		2121	
	"	2242		1393	
49	"	1211	2364	3577	2352
	"	2303		2303	
	"	2364		2364	
	"	2364		2364	



Note : At some stretches due to major pot holes on road surface the testing vehicle speed is not maintained as per guidelines

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# ANNEXURE "7"

45

प्लान प्लान

१२

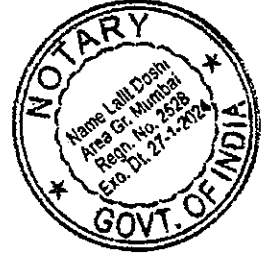
निरीक्षण टिप्पणी

दिनांक १३.१२.२०१९ रोजी मनोर वाडा भिवंडी (बांधा वापरा व हस्तांतरित करा प्रकल्प) रस्त्याच्या पहाणी दौरा.

प्रकल्पाचे नाव: खाजगीकरणांतर्गत "बांधा वापरा व हस्तांतरित करा" या तत्वावर ठाणे जिल्ह्यातील मनोर ते वाडा (रा.मा.३४ कि.मी.२९/५५० ते ५३/८०० (२४.२ कि.मी.) व वाडा ते भिवंडी (रा.मा.३५) कि.मी.४९/००० ते ८९/०७० (४०.७ कि.मी.) या एकूण ६४.३२ कि.मी. रस्त्याचे चौपदरीकरण व देखभाल दुरुस्ती करणे. (वाडा भिवंडी रस्ता रा.मा.क्र.३५ वरील विश्वभारती फाटा-भिनार-वडपा जंक्शन कि.मी.७/९०० एकूण लांबी ७.९० कि.मी. या वाह्यवळण रस्त्याच्या बांधकामासह)

सदर पहाणी दरम्यान खालील अधिकारी उपस्थित होते-

१)	श्री. प्र. कि. इंगोले	मुख्य अभियंता, सा.वां.प्रा.विभाग, कोकण
२)	श्री. आर. टी. पाटील	अधीक्षक अभियंता, सा.वां.मंडळ, ठाणे
३)	श्री. आर. एस. पवार	कार्यकारी अभियंता, सा.वां.विभाग, जव्हार
४)	श्री. पो. एम. पातकर	प्रभारी उप अभियंता, सा.वां. उपविभाग, वाडा



सदर प्रकल्प खाजगीकरणांतर्गत रावविला असून या प्रकल्पाचे उद्योजक मे. सुप्रिम मनोर वाडा भिवंडी इन्फ्रास्ट्रक्चर प्रा.लि. यांनी रस्त्याची देखभाल दुरुस्ती समाधानकारक न केल्यामुळे तसेच या रस्त्यावर मोठ्याप्रमाणात अपघात होत असल्याबाबतच्या तक्रारी जनतेकडून तसेच स्थानिक लोकप्रतिनिधीकडून होत असल्याने शासनाने दिनांक ११.१०.२०१९ रोजीच्या पत्रान्वये Contract Terminate केले आहे. या प्रकल्पाच्या एकूण वावातील ६४.३२ कि.मी. लांबीतील चौपदरीकरण करावयाच्या कामापैकी ५.६ कि.मी. (५ तुकड्यात) लांबीतील वनजमीनीच्या परवानगी अभावी व १.५० कि.मी. (३ तुकड्यात) खाजगी जमिन भूसंपादनाच्या अडचणीमुळे असे एकूण ७.१० कि.मी. लांबीचे भूसंपादन झालेले नव्हते त्यामुळे याभागाचे चौपदरीकरण अद्याप झालेले नाही. उर्वरित ५७.२२ कि.मी. लांबी मधील चौपदरीकरणाचे काम पूर्ण झाल्यानंतर ह्या प्रकल्पास तात्पुरते पूर्णत्वाचा दाखला (PCOD) देण्यात येऊन दि.०४.०३.२०१३ पासून पथकर वसुली सुरु करण्यात आली आहे.

२) भूसंपादन सद्यस्थिती-

निविदा करारातील अटी व शर्ती प्रमाणे खाजगी जमिनीचे भूसंपादन उद्योजकाने करावयाचे असून खाजगी वाटाघाटोने उद्योजक भूसंपादनाची प्रक्रिया केलेली आहे.

प्रकल्पांतर्गत वनजमीन वळती करण्याच्या प्रस्तावास पर्यावरण व वन मंत्रालय, भारत सरकार, केंद्रीय पर्यावरण भवन, भोपाळ यांनी पत्र क्र. No. ६/MHCO३७/२०१३-BHO/२१३७, दि. ३१.१२.२०१३ नुसार तत्वतः मंजूरी प्रदान केली आहे. या तत्वतः मंजूरी आदेशात नमूद केल्याप्रमाणे पर्यायी वनजमीन, वन विभागास उद्योजकामार्फत निगुडवाडी ता. संगमेश्वर, जि. रत्नागिरी येथे उपलब्ध करून देण्याची कार्यवाही

आता पूर्ण करण्यात आली असून, अंतिम मान्यतेची कार्यवाही करण्यात येत आहे. अंतिम मान्यता प्राप्त झाल्यानंतर उर्वरित चौपदरीकरणाचे व दहेरजागांव व पिंजाळ येथील पूलांच्या जोडरस्त्याचे काम सुरु करता येईल.

३) उर्वरित कामे-

खाजगीकरणांतर्गत प्रकल्पाच्या संपूर्ण लांबीचे भूसंपादन झालेले नसल्यामुळे ३ ठिकाणी साधारण १.५ कि.मी. लांबी तसेच ५ ठिकाणी साधारण ५.६ कि.मी. लांबीमध्ये चौपदरीकरणाचे काम बाकी असल्याचे मुख्य अभियंता यांनी नमूद केले. त्यामुळे दुपदरी रस्त्यावरून चौपदरी रस्त्यावर वा चौपदरी रस्त्यावरून दुपदरी रस्त्यावर येताना ब-याच वेळेस अपघात झालेले आहेत. त्यामुळे या संपूर्ण ७.१ कि.मी. लांबीचे चौपदरीकरण करण्याची आवश्यकता आहे.



४) भिवंडी बाह्यवळण रस्त्याचे बांधकाम-

बाह्यवळण रस्त्याचे काम उद्योजकाने पूर्ण केलेले नसल्यामुळे वाहतूक भिवंडी शहरातून जात असल्यामुळे मोठ्याप्रमाणात वाहतूक कोंडी होते. त्यामुळे भिवंडी बाह्यवळण रस्त्याचे काम करणे गरजेचे असून ते लवकरात लवकर पूर्ण करणे आवश्यक आहे.

५) नुतनीकरण-

पथकर कार्यान्वित झाल्यापासून ६ वर्षां नंतर म्हणजेच सन २०१९-२० मध्ये ४० एम.एम. बी.सी. ने रस्त्याचे नुतनीकरण करावयाचे आहे. तथापि, संपूर्ण रस्ता मोठ्याप्रमाणात क्षतिग्रस्त झाल्यामुळे पुढील ६ वर्षांनंतर नुतनीकरणापर्यंत रस्ता सुस्थितीत राहिल याबाबत सांगता येणार नाही. त्यामुळे सवर रस्त्याचे Benkel Beam deflection अथवा following weight deflecto meter ने प्रथम विविध ठिकाणी कराव्या लागणा-या मजबुतीकरणाच्या तरतूदी निश्चित करूनच त्यावर संपूर्ण लांबीत नुतनीकरण करणे आवश्यक आहे.

६) रस्त्याची सद्यस्थिती-

रस्ता मोठ्याप्रमाणात क्षतिग्रस्त झाल्यामुळे रस्ता वाहतूकीस धोकादायक बनला आहे. पावसाळ्यापूर्वी घेण्यात आलेला Roughness Index मानकापेक्षा खूपच जास्त असल्याचे अधीक्षक अभियंता यांनी सांगितले आहे. याबाबत स्थानिक लोकप्रतिनिधी व जमतेकडून गंभीर तक्रारी प्राप्त होत आहेत. त्यामुळे याबाबत कायमस्वरूपी कॉन्क्रीटीकरणाच्या पर्यायाबाबत विचार करण्यात यावा.

रस्त्याच्या पहाणीअंती खालीलप्रमाणे सुचना देण्यात आल्या-

७) रस्ता दुरुस्ती

७.१) रस्ता सत्वर वाहतूक योग्य व सुरक्षित करण्यासाठी संपूर्ण ६४.३०० कि.मी. लांबीतील खडे लवकरात लवकर भरण्यात यावेत.

७.२) पाण्याचा निचरा योग्य प्रकारे होण्याकरीता, संपूर्ण लांबीतील दोन्ही बाजूच्या साईड पट्ट्यांवरील गवत कापणे व आवश्यक त्या ठिकाणी गटारी काढण्यात याव्यात.

- ७.३) सध्या आचारसंहिता सुरु असल्याने, या कामांसाठी निविदा प्रसिध्द करता येणार नाही व त्यानंतर या निविदा निश्चित करण्यास सुमारे १५ दिवसांचा वेळ लागणार आहे. परंतु रस्ता मोठ्या प्रमाणात खराब होऊन वाहतूकीस असुरक्षित झालेला असल्याने त्याची दुरुस्ती तात्काळ सुरु करून शक्य तेवढ्या लवकर पूर्ण करणे अत्यावश्यक आहे.



या प्राप्त परिस्थितीत सदरील दुरुस्ती तात्काळ सुरु करण्यासाठी सध्या जव्हार सा.बां.विभागाकडे कार्यरत असलेली करारनामे व त्यापैकी ही दुरुस्तीची कामे करणेस तयार असलेल्या कंत्राटदारांकडून ही वाढीव कामे करून घ्यावीत. तरी अन्य रस्त्यावरील करारनाम्यातील मंजूर वाव हा आवश्यकतेनुसार वाढविण्यात येऊन व आवश्यक भासल्यास काही अतिरिक्त बाबींना अधीक्षक अभियंता व मुख्य अभियंता या पैकी निविदा रक्कमेनुसार सक्षम असलेल्या अधिका-यांनी या वाढीव वावास मान्यता द्यावी व ही कामे लवकरात लवकर पूर्ण करून घ्यावीत.

- ७.४) या प्रकल्पासाठी हलकी वाहने व बस यांना पथकरातून सूट दिल्यामुळे उद्योजकास अदा करण्याची नुकसान भरपाईची रक्कम अदा केली जाते. तथापि, उद्योजकाने Roughness Index maintained केले नसल्याने त्याच्या जबाबदारीवर व खर्चाने (Risk & Cost) दुरुस्तीची कामे करण्यात यावीत.

८) प्रकल्पातील उर्वरित कामे, भिवंडी वळण रस्ता व नुतनीकरण/मजबुतीकरण इत्यादी मुळ प्रकल्पातील शिल्लक बाबी पूर्ण करण्यासाठी EPC तत्वावर कंत्राटदाराची नेमणूक करण्यासाठी सविस्तर प्रकल्प अहवाल तयार करणे व प्रकल्प शक्य शक्यता (feasibility) अहवाल करण्यासाठी सल्लागाराची नेमणूक करून ते दोन महिन्यांच्या कालावधीत पूर्ण करून घ्यावीत. सल्लागाराची नेमणूकीची कार्यवाही मुख्य अभियंता यांचे कडील निवड सुचीवरून करण्यात यावी. जेणेकरून निविदा निश्चितीसाठी लागणारा विलंब टाळता येईल व लवकरात लवकर प्रकल्प अहवाल व शक्यशक्यता अहवाल तयार करता येईल.

९) सदरील सविस्तर प्रकल्प अहवालाच्या आधारावर ही कामे पूर्ण करण्यासाठी EPC तत्वावर कंत्राटदाराच्या नेमणूकीची कार्यवाही करण्यात यावी.

१०) ह्या आभारीत ह्या उर्वरितकामांसाठी येणा-या प्रकल्प किंमतीच्या आधारावर तसेच प्रकल्पाच्या मुळ उद्योजकाचे Contract Terminate केल्यामुळे अदा करावयाची रक्कम आणि भूसंपादनासाठी शासनाने केलेला खर्च या सर्व बाबी गृहित धरून मुळ मंजूर रोकडप्रवाह (Cashflow) सुधारीत करून सवलत कालावधी (या बाबतीत पथकर वसुलीचा कालावधी) वाढविण्यासाठीचा प्रस्ताव मंत्रिमंडळ मुलभूत सुविधा समितीला पाठवावयाच्या टिप्पणीसह शासनाच्या मान्यतेकरीता सादर करावा.

वरील सूचनांनुसार बाबनिहाय नियोजन करून तात्काळ कार्यवाही सुरु करावी व त्याअन्वये प्रगती अहवाल वेळोवेळी सादर करावा.

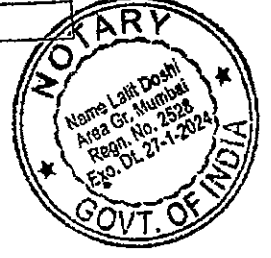
Th  
8.11.19  
C P - Joshi

## ANNEXURE " 8 "

अधीक्षक अभियंता यांचे कार्यालय  
ठाणे (सा.बां.) मंडळ, ठाणे  
स्टेशन रोड, ठाणे-400 601

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प्रती,  
कार्यकारी अभियंता,  
(सा.बां.) विभाग,  
जव्हार.



विषय : निविदा मंजूरीचा प्रस्ताव...  
खाजगीकरणाच्या माध्यमातून मनोर-वाडा-भिवंडी रस्ता रा.मा.क्र.३४ कि.मी. २९/५५० ते ५३/८८० व वाडा ते भिवंडी रस्ता रा.मा.क्र.३५ किमी ४९/००० ते ८९/०७० या ६४.३२ कि.मी. लांबीचे चौपदरीकरण व देखभाल व दुरुस्ती करणे व वाडा भिवंडी रा.मा. ३५ वरील विश्वभारती फाटा - भिंनार - वडपा जंक्शन हा बाह्य वळण रस्ता वांधणे (किमी ०/००० ते किमी ७/९००).

मनोर-वाडा-भिवंडी रस्ता रा.मा.क्र.३४ कि.मी.२९/५५० ते ५३/८८० व वाडा ते अंबाडी रस्ता रा.मा.क्र.३५ कि.मी.६४/००० ते ६९/०० अस्तित्वातील लांबीची BM ने तात्काळ दुरुस्तीचे काम अन्य निविदेतून करून घेणेबाबतच्या प्रस्तावास मान्यता मिळणेबाबत.

- संदर्भ :
- १) शासनाचे दि. ११/१०/२०१९ रोजीचे टोल रद्द करण्याबाबतचे पत्र
  - २) मा. सचिव (रस्ते) सार्वजनिक वांधकाम विभाग, मंत्रालय मुंबई यांचा दिनांक १३.१०.२०१९ रोजीच्या पाहणी चौ-यात दिलेल्या सूचना
  - ३) कार्यकारी अभियंता, सा.बां. विभाग, जव्हार यांचे पत्र क्र साबां/विज/प्रशां/५७४२ दि. १५.१०.२०१९

आपले कार्यालयीन संदर्भिय पत्र क्र.३ अन्वये विषयांकीत कामाच्या वावाच्या मनोर-वाडा-भिवंडी रस्ता रा.मा.क्र.३४ कि.मी.२९/५५० ते ५३/८८० व वाडा ते अंबाडी रस्ता रा.मा.क्र.३५ कि.मी.४९/००० ते ६९/०० या लांबीतील तात्काळ स्वरूपात दुरुस्तीचे काम गातेस खानिवली डाकीवली रस्ता प्र.जि.मा.क्र.४२ कि.मी.१८/०० ते २०/०० (कि.मी.२९/०० ते ३०/००) मध्ये मजबूतीकरण व डांबरीकरण करणे ता. वाडा या कामाच्या निविदेतून करून घेण्याचा प्रस्ताव मंडळ कार्यालयास सादर करण्यात आलेला आहे. त्याअनुषंगाने खालीलप्रमाणे कळविण्यात येत आहे.

- १) दिनांक १३/१०/२०१९ रोजी मा. सचिव (रस्ते) यांनी या रस्त्याची पाहणी केली असून रस्ता मोठ्या प्रमाणात क्षतिग्रस्त झाल्यामुळे रस्ता वाहतुकीस अतिशय धोकादायक झालेला आहे. अशा परिस्थितीत रस्ता तात्काळ दुरुस्त करून वाहतुक सुरळीत करण्यासाठी मा. सचिव (रस्ते) यांनी आचारसंहिता सुरु असल्याने या कामांची निविदा प्रसिध्द करता येणार नाही व त्यानंतर या निविदा प्रसिध्द करण्यास १५ दिवसांचा कालावधी लागणार आहे परंतु रस्ता मोठ्या प्रमाणात खराब झाला असल्यामुळे व वाहतुकीस असुरक्षित झाला असल्यामुळे त्यांची दुरुस्ती तात्काळ सुरु करण्यासाठी कार्यरत असलेल्या करारनाम्यापैकी ही दुरुस्तीची कामे करण्यास तयार असलेल्या कंत्राटदाराकडून ही वाढीव कामे करून घेण्याच्या सूचना देण्यात आल्या आहेत. तसेच यासाठी होणारा खर्च हलकी वाहने व बस यांना पथकरातून सुट दिल्यामुळे उदयोजकास अदा करावयाची नुकसान भरपाईची रक्कममधून भागविण्याच्या सूचना दिल्या आहेत.

२) वरील सुचनेनुसार गातेस खानिवली डाकीवली रस्ता प्र.जि.मा.क्र.४२ कि.मी.१८/०० ते २०/०० (कि.मी.२९/०० ते ३०/००) मध्ये मजबूतीकरण व डांबरीकरण करणे ता. वाडा या कामाचे कंत्राटदार श्री. जयंत व्ही. आंबवणे, वाडा यांचा करारनामा क्र.बी-१/एचओ/२६२ सन २०१८-१९ यांनी मनोर-वाडा-भिवंडी रस्ता रा.मा.क्र.३४ कि.मी.२९/५५० ते ५३/८८० व वाडा ते अंबाडी रस्ता रा.मा.क्र.३५ कि.मी.६४/००० ते ६९/०० अस्तित्वातील लांबीची BM ने तात्काळ दुरुस्ती १९.८५ प्रतिशत कमी दराने करण्यास तयार असलेबाबत सहमती दर्शविली आहे.

त्यानुसार सदरील कामाचे ठेकेदार श्री. जयंत व्ही. आंबवणे, वाडा यांची कामाची अंदाजीत किंमत ₹.१,७८,३०,३७९/- च्या तुलनेत १९.८५ प्रतिशत कमी दराची म्हणजेच रु.१,४२,९१,०४९/- इतक्या रकमेची नेमनत्तम निविदा महाराष्ट्र शासन सा.बां.विभाग शासन निर्णय क्रमांक सीएटी २०१७/प्र.क्र.८/इमा-२ मंत्रालय, मुंबई दे.२७/९/२०१८ नुसार प्राप्त झालेल्या अधिकारात स्विकृत करण्यांत येत आहे.

स्थळ प्रत अ.अ. यांनी मंजूर केली आहे.  
सोबत :- संदर्भिय पत्र.



*(Signature)*

(स्नेहल प्र. काळबर)  
सहा.अधीक्षक अभियंता  
अधीक्षक अभियंता  
ठाणे (सा.बां.) मंडळ, ठाणे  
करिता

# ANNEXURE " 9 "

साबा मंडळ हाग/गिदिदा / 6522 दि. 9/10/2019  
अन्वये व्हयक पारित करणेस सवनी. देणत खाणि आहे.

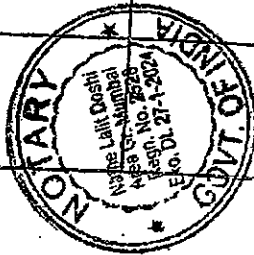
120.00

<p>G.A.P.Thanc-7/22-500-A-24-3-87 G.R.P.W.D.NO.FMS/1051 of 18-7-51 G.M.S.&amp; C.D.FMS-1067/66337 M.DT-10-5-88</p>	<p>INVISIWI - JAWHAR (P.W.) DIVISION:JAWHAR . SUB-DIVISION - WADA (P.W.) SUB-DIVISION:WADA</p>
<p><b>CERTIFICATE</b></p>	<p><b>FORM 47 IP.W.4101</b> <b>Running Account Bill</b></p>
<p>[1] Certified That Work has been Executed as Per Standard Specification. [2] Certified That Nothing dues from the Contractor on A/C of T &amp; P Articles [3] Certified That No Remarks on V &amp; O Control</p>	<p>(Referred to in Paragraph 10.2) Of M.P.W.A.Code Cash/ Book Voucher NJ For 19 120 - 175 / 11/2020</p>
<p><i>[Signature]</i> Sub-Divisional Engineer Wada (P.W.) Sub-Division WADA</p>	<p>NAME OF CONTRACTOR OR SUPPLIER SHRI.JAYANT V AMBAVAHE AT-WADA</p>
<p>Transactions of Road Side Matepials Entered In the Statement of Receipts Issue &amp; Balance of Road Metal</p>	<p>NAME OF WORK- SIBI &amp; Widening to Gates Khanwall Dakivali Road KM.18/00 to 20/00 MDR.42 KM.29/00 to 30/00 Taluka-Wada District- Palghar राजा (खजना कुशीया) माध्यमाळ मंगोरवाडा जिपेरी रागा. 27 किमी. 29/00 ते 33/00 ते 41/00 ते 41/00 पिडणभारती पारा विहार यडपा जखेन पावय SERIAL NO.OF THIS BILL - IIND RA BILL मळण रस्ता बांधणे</p>
<p>CLERK ACCOUNTANT</p>	<p>NO. &amp; DATE OF PREVIOUS BILL FOR THIS WORK -</p>
<p>(FOR USE IN DIVISIONAL OFFICE)</p>	<p>REFERENCE OF AGREEMENT - B-1/HO/262/FOR 2018-2019</p>
<p>Checked</p>	<p>ACCEPTED BY - Executive Engineer Public Works Division Jawhar</p>
<p>Accounts Clerk</p>	<p>Date of Written Order to Commence Work - 13-11-2018</p>
<p><i>[Signature]</i> Divisional Accountant</p>	<p>Date of Completion Order to Commence Work -</p>
<p>Divisional Accountant</p>	<p>Date of Completion as Stipulated in the Contract -</p>
<p>Divisional Accountant</p>	<p>Extension of Grant Up To -</p>
<p>Divisional Accountant</p>	<p>Date of Actual Completion of Work -</p>
<p>Divisional Accountant</p>	<p>Contractor Ledgers Follio NO.</p>
<p>Divisional Accountant</p>	<p>For Use In Accountant Generals Office</p>
<p>Divisional Accountant</p>	<p>Audited Reviewed</p>
<p>Divisional Accountant</p>	<p>Auditor Superintendent/Gazetted Officer</p>

[1] STBI & WIDENING TO GATES KHANIVALI DAKHVALI ROAD, KM. 18/00 TO 20/00 TAL. WADAI, B. 1/HO/282 FOR 29.18-19] JSHR/JATANTV/AMBAYANE/AT/WADAI/MB/NO.0492451/2500 PAGE. NO.931

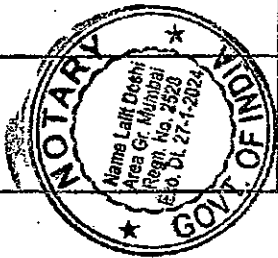
**Part Account of work executed**

Advance payment for work done not yet measured.		Quantity executed up-to-date as per measurement Book.	Item of work (Grouped under Sub Heads or Sub-Work of Estimates.	Rate	Unit	Payment on the basis of Actual Measurement.		Remarks (with reasons for delay in adjusting payments shown in column (f) in column (f))
Total as per previous Bill	Since Previous Bill					Up to date	Since Previous Bill	
1	2	3	5	6	7	8	9	10
		4	ITEM NO.(1):- Excavation for roadways in soft strata such as earth soils of all sorts sand gravel or soft murum including dressing section to the required grade camber and side slopes and conveying the excavated materials with all lifts upto a lead of 50 metre and spreading for embankment or stacking disposing as directed etc, complete.	113.00	Cumt	17289.00	00.00	
		274.05	ITEM NO.(2):- Providing earth work in embankment with approved materials obtained from departmental land or other sources upto lead of 50 meter including all lifts laying in layers of 20cm to 30cm thickness breaking clods dressing to the required lines curves grades and section watering and compaction with power roller to achieve not less than 97% of standard proctor density etc, complete.	428.56	Cumt	117446.86	00.00	
		189.73	ITEM NO.(3):- Providing laying spreading and compacting stone aggregate of specific sizes to water bound macadam specification including spreading in uniform thickness hand packing to proper grade and camber applying and brooming requisite type of screening binding materials to fill up the interstices of coarse aggregate watering and compacting with intelligent compactor with compaction analyzer and V sat attachment to the required density Grading-I (Using screening Type-B (13.2 millimeter) Aggregate.	2378.05	Cumt	451187.42	00.00	
		281.33	ITEM NO.(4):- Providing laying spreading and compacting stone aggregate of specific sizes to water bound macadam specification including spreading in uniform thickness hand packing to proper grade and camber applying and brooming requisite type of screening binding materials to fill up the interstices of coarse aggregate watering and compacting with intelligent compactor with compaction analyzer and V sat attachment to the required density Grading-I (Using screening Type-B (11.2 millimeter) Aggregate.	2391.23	Cumt	572724.73	00.00	





					8792.55	Sqmt	976588.52	00.00	
					425.00	NOS	3500.00	00.00	
					20.00				
<p>ITEM NO.(11):- Providing and laying 30-45 mm compacted thickness Bituminous concrete as per design mix on prepared surface with specified grade stone aggregate as per table 500-18 with bitumen for wearing course including loading of aggregate with FE loader and hot mixing of stone aggregate and bitumen (including cost of anti stripping compound wherever required) in compressed for mix plant transporting the mixed materials by tippers to pave and laying with power roller fitted to the required level and grade and laying compacting power roller 150-250 KN tyred roller with TP 0.70 Mpa to achieve the desired including all materials labour machinery lighting guarding and maintenance of diversion but excluding primer tack coat grade II with bitumen VG grade 30 # 5.50 etc complete</p>					<p>ITEM NO.(14):- Providing and fixing M-15 RCC Guard stone of 20 X 20 X 75 cms including fixing in ground and white washing etc complete.</p>				
TOTAL RS.					2247084=32		17862954=69		
SAY RS.					2247084=00		17862955=00		



✓ 19.85% = 22435840 = 0  
 4453514 = 0  
 17982325 = 0  
 2157879 = 0  
 20140204 = 0  
 3629748 = 0  
 16510258 = 0

✓ 12% = 18012985 = 0  
 2161558 = 0  
 20174544 = 0  
 16026240

✓ 85% (e) = 16514596 = 0  
~~16514596 = 0~~

✓ 19.85% = 44,61,70 = 0  
 3543811 = 0  
 3365282 = 0





# ANNEXURE " 11 "

56

D-3

E-4

दि. देयक

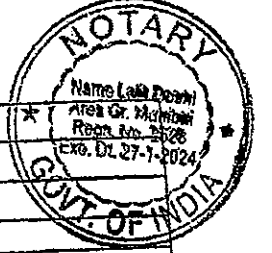


34210421123617280532

DEPARTMENTAL CMP

देयक प्राधिकारपत्र सन २०१९ २०२०

दिनांक ०१/०२/२०२० पर्यंत वैध



प्राधिकारपत्र क्रमांक	34210421123617280532	दिनांक	23/01/2020			
व्यवहार नोंद क्रमांक	465	प्रमाणक क्रमांक	184			
विल्ला क्रमांक		देयक क्रमांक				
आहरण व संवितरण अधिकारी संकेतांक	1605003421	पदनाम	EX.ENGR SUB.DN ENGR P.W.D.SUB DN JAWHAR			
टॅन क्रमांक	PNEE01899C					
कोषागार / उपकोषागार संकेतांक व नाव	1605 - JAWHAR					
योजना संकेतांक	30540819 / 80/190/(00)(03) GOVT. SHARE IN THE ROAD, BRIDG DUE TO PRIVAT ON BUILD, OPERAT AND TRANFER BASIS					
तपशीलवार शीर्ष	53 / MAJOR WORKS					
देयक प्रकार						
देयकाची स्थूल रक्कम	12000000	एकूण वार्षिक अनुदान	58632000			
वजातीची रक्कम	1060000	हे देयक धरून झालेला खर्च	54597983			
देयकाची निव्वळ रक्कम	10940000	शिल्लक अनुदान	4034017			
प्राप्तकर्त्याचा तपशील						
नाव	पॅन क्रमांक	IFSC	बँक व शाखा	खाते क्रमांक	रक्कम	चेक क्रमांक
JAYANT V AMBAVANE	xxxxxx537C	xxxxxxx1125	STATE BANK OF INDIA, WAD A	xxxxxxx1148	10940000	0
एकूण					10940000	
प्रमाणित करण्यात येते की या देयकाद्वारे आहरीत करण्यात येत असलेली संपुर्ण रक्कम याच जिल्ह्यात खर्च करण्यात येणार आहे.						
स्वाक्षरी आहरण व संवितरण अधिकारी.						

आहरण व संवितरण अ

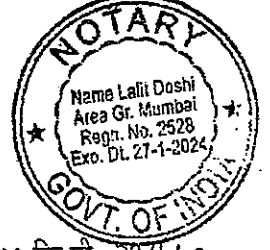
Scanned with CamScanner

## ANNEXURE "12"

अधीक्षक अभियंता यांचे कार्यालय  
ठाणे (सा.बां.) मंडळ, ठाणे  
स्टेशन रोड, ठाणे-400 601

www.mahapwd.com	(022) 25363241	email - thane.se@mahapwd.com
जा.क्र. :- ठाम/निविदा/ ६५२९		दिनांक- १६/१०/१९

प्रती,  
कार्यकारी अभियंता,  
(सा.बां.) विभाग,  
जव्हार.



विषय :- निविदा मंजूरीचा प्रस्ताव...

खाजगीकरणाच्या माध्यमातून मनोर-वाडा-भिवंडी रस्ता रा.मा.क्र.३४ कि.मी. २९/५५० ते ५३/८८० व वाडा ते भिवंडी रस्ता रा.मा.क्र.३५ कि.मी. ४९/००० ते ६९/०७० या ६४.३२ कि.मी. लांबीचे चौपदरीकरण व देखभाल व दुरुस्ती करणे व वाडा भिवंडी रा.मा. ३५ वरील विश्वभारती फाटा - भिनार - वडपा जंक्शन हा बाह्य वळण रस्ता बांधणे (किमी ०/००० ते किमी ७/९००).

मनोर-वाडा-भिवंडी रस्ता रा.मा.क्र.३४ कि.मी.२९/५५० ते ५३/८८० व वाडा ते अंबाडी रस्ता रा.मा.क्र.३५ कि.मी.४९/००० ते ६९/०० अस्तित्वातील लांबीपैकी वाडा ते कुडूस कि.मी.४९/०० ते ६४/०० ह्या लांबीची BM ने तात्काळ दुरुस्तीचे काम अन्य निविदेतून करून घेणेबाबतच्या प्रस्तावास मान्यता मिळणेबाबत.

- संदर्भ :
- १) शासनाचे दि. ११/१०/२०१९ रोजीचे टोल रद्द करण्याबाबतचे पत्र
  - २) मा. सचिव (रस्ते) सार्वजनिक बांधकाम विभाग, मंत्रालय मुंबई यांचा दिनांक १३.१०.२०१९ रोजीच्या पाहणी दौ-यात दिलेल्या सूचना
  - ३) कार्यकारी अभियंता, सा.बां. विभाग, जव्हार यांचे पत्र क्र साबां/विज/प्रशा/ ५७४९ दि. १५.१०.२०१९

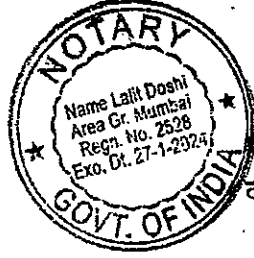
आपले कार्यालयीन संदर्भिय पत्र क्र.३ अन्वये विषयांकीत कामाच्या बाबाच्या मनोर-वाडा-भिवंडी रस्ता रा.मा.क्र.३४ कि.मी.२९/५५० ते ५३/८८० व वाडा ते अंबाडी रस्ता रा.मा.क्र.३५ कि.मी.४९/००० ते ६९/०० या लांबीतील तात्काळ स्वरुपात दुरुस्तीचे काम तलावली वेलपाडा रस्ता प्र.जि.मा.१७ कि.मी.६/०० ते १०/०० मध्ये सुधारणा करणे ता. जव्हार या कामाच्या निविदेतून करून घेण्याचा प्रस्ताव मंडळ कार्यालयास सादर करण्यात आलेला आहे. त्याअनुषंगाने खालीलप्रमाणे कळविण्यात येत आहे.

- १) दिनांक १३/१०/२०१९ रोजी मा. सचिव (रस्ते) यांनी या रस्त्याची पाहणी केली असून रस्ता मोठ्या प्रमाणात क्षतिग्रस्त झाल्यामुळे रस्ता वाहतुकीस अतिशय धोकादायक झालेला आहे. अशा परिस्थितीत रस्ता तात्काळ दुरुस्त करून वाहतुक सुरळीत करण्यासाठी मा. सचिव (रस्ते) यांनी आचारसंहिता सुरु असल्याने या कामांची निविदा प्रसिध्द करता येणार नाही व त्यानंतर या निविदा प्रसिध्द करण्यास १५ दिवसांचा कालावधी लागणार आहे परंतु रस्ता मोठ्या प्रमाणात खराब झाला असल्यामुळे व वाहतुकीस असुरक्षित झाला असल्यामुळे त्यांची दुरुस्ती तात्काळ सुरु करण्यासाठी कार्यरत असलेल्या करारनाम्यापैकी ही दुरुस्तीची कामे करण्यास तयार असलेल्या कंत्राटदाराकडून ही वाढीव कामे करून घेण्याच्या सूचना देण्यात आल्या आहेत. तसेच यासाठी होणारा खर्च हलकी वाहने व बस यांना पथकरातून सुट दिल्यामुळे उदयोजकास अदा करावयाची नुकसान भरपाईची रक्कममधून भागविण्याच्या सूचना दिल्या आहेत.

२) वरील सुचनेनुसार तलावली वेलपाडा रस्ता प्र.जि.मा.१७ कि.मी.६/०० ते १०/०० मध्ये सुधारणा करणे ता. जव्हार या कामाचे कंत्राटदार श्री. पी.एम. रत्नाकर, विक्रमगड यांचा करारनामा क्र.बी-१/एचओ/८४० सन २०१८-१९ यांनी मनोर-वाडा-भिवंडी रस्ता रा.मा.क्र.३४ कि.मी.२९/५५० ते ५३/८८० व वाडा ते अंबाडी रस्ता रा.मा.क्र.३५ कि.मी.४९/००० ते ६९/०० अस्तित्वातील लांबीपैकी वाडा ते कुडूस कि.मी.४९/०० ते ६४/०० ह्या लांबीची BM ने तात्काळ दुरुस्ती ०.९९ प्रतिशत कमी दराने करण्यास तयार असलेबाबत सहमती दर्शविली आहे..

त्यानुसार सदरील कामाचे ठेकेदार श्री. पी.एम. रत्नाकर, विक्रमगड यांची कामाची अंदाजीत किंमत रु.९६,१४,५७५/- च्या तुलनेत ०.९९ प्रतिशत कमी दराने म्हणजेच रु.९५,९९,३९९/- इतक्या रकमेची निम्नतम निविदा महाराष्ट्र शासन सा.बां.विभाग शासन निर्णय क्रमांक सीएटी २०१७/प्र.क्र.८/इमा-२ मंत्रालय, मुंबई दि.२७/९/२०१८ नुसार प्राप्त झालेल्या अधिकारात स्विकृत करण्यांत येत आहे.

स्थळ प्रत अ.अ. यांनी मंजूर केली आहे.  
सोबत :- संदर्भिय पत्र.



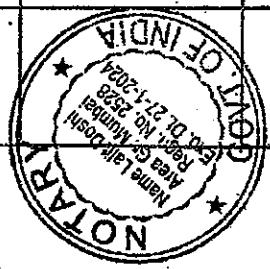
*Ralbo*  
(स्नेहल प्र. काळबर)  
सहा.अधीक्षक अभियंता  
अधीक्षक अभियंता  
ठाणे (सा.बां.) मंडळ, ठाणे  
करिता



111 IMPROVEMENT TO TALAVALI VEHEL PADA ROAD, MDR, 17 KM. 0.0 TO 10.00 TAL WADA (B.1/HO/940) FOR 2018-19 (ISHRI, PRATAP MAHENDRATNAKAR AT SOL SHEET (MB, NO.0402551/2368 PAGE.67)

**Part - Account of work executed**

Advance payment for work done not yet measured.		Total Up-to-Date	Quantity executed up-to-date as per measurement Book.	Item of work (Grouped under Sub Heads or Sub-Work of Estimates	Rate	Unit	Payment on the basis of Actual Measurement.		Remarks (with reasons for delay in adjusting payments shown in column (10))
Total as per previous Bill	Since Previous Bill						Up to date	Since Previous Bill	
1	2	3	4	5	6	7	8	9	10
			1690.00	ITEM NO.(1):- Excavation for catch/side water gutter in all sorts of soils to the specified section including stacking the excavated stuff in a regular bund and disposing of unsuitable or excess stuff as directed all sorts soils.	79.20	Cummt	133848.00	00.00	
			819.00	ITEM NO.(4):- Providing laying spreading and compacting stone aggregate of specific sizes to water bound macadam specification including spreading in uniform thickness hand packing to proper grade and camber applying and brooming requisite type of screening binding materials to fill up the interstices of coarse aggregate watering and compacting with intelligent compactor with compaction analyzer and V sat attachment to the required density Grading-I (Using screening Type-B (13.2 millimeter) Aggregate.	2162.20	Cummt	1770841.80	00.00	
			351.00	ITEM NO.(5):- Wet Mix Macadam-Providing laying spreading and compacting stone aggregate of specific sizes to water bound macadam specification including spreading in uniform thickness hand packing to proper grade and camber applying and brooming requisite type of screening binding materials to fill up the interstices of coarse aggregate watering and compacting with intelligent compactor with compaction analyzer and V sat attachment to the required density Grading-I (Using screening Type-B (13.2 millimeter) Aggregate.	2151.50	Cummt	755176.50	00.00	
			4680.00	ITEM NO.(6):- Providing and constructing 50 millimetre thick Modified Penetration Macadam (MPM) road surface including all materials preparing the existing road surface spreading 40 millimetre stone metal layers 30% crusher broken metal+70% hand broken by breaking rubble obtained by blasting heating and spraying the bitumen of VG-30 grade @ 1.75 kg/Supn spreading 12mm size chips compacting with static roller having weight 8 to 10 MT to achieve the desired degree of compaction as per technical specification clause 506 etc complete including picking of existing WBM surface.	179.00	Sqmt	837720.00	00.00	







F-2  
E-2

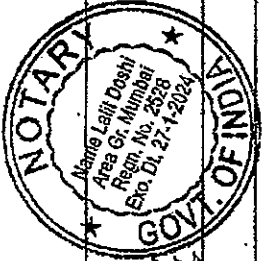
# ANNEXURE "14"

Bharsat

## PART IV MEMORANDUM OF PAYMENTS

1. Total value of work actually measured as per account Part I column 8 Entry (A)	Rs.	P.
2. Total up-to-date Advance payments for work not yet measured as per part I column 3 Entry	25455801	
3. Total up-to-date Secured advance on security of materials as per Part II Column B Entry		
4. Total (Items 1+2+3)		
5. Deduct-amounts withheld		

Figures for works abstract		a) From previous bill as per last Running Account Bill		Rs.		P.	
Rs.	P.						
		b) From this Bill					
		6. Balance i.e. up-to-date payments (Item 4-5).....K					25455801
		7. Total amount of payments already made as per entry (K) of last running account Bill No of forwarded with account for					25455801
		8. Payments now to be made as detailed below:					
		<b>DEDUCTION</b>					
		(a) By recovery of amounts creditable to this works	Rs.	Ps.	Rs.	Ps.	
		1) Security Deposit	Rs. 200000				
		Total 5(b) + 8(a)	Rs. 223633				11181631
		(b) By recovery of amounts creditable to other works or heads of account					
		2) Surcharge	Rs. 11816				
		3) Education Cess	Rs. 11816				
		Total 8(b)+(c)	Rs. 11816				820891
		(c) By Cheque					
		Total 8(b)+(c)	Rs. 11816				
		6) Insurance	Rs. 11816				
		7) Jpakar	Rs. _____				
		8) Part (V) Remark	Rs. _____				
		9) Royalty Charges	Rs. _____				



ASSOC. CHIEF ENGINEER  
 JAWHAR (P.W.) DIVISION  
 DIST. PALGHAR  
 23-1-2020

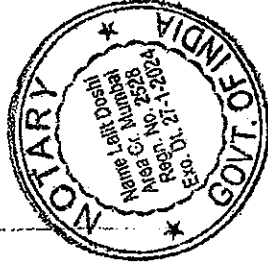
Pay Rs. \* [ ] by Cheque/cash  
 \* Here specify the net amount payable [Item 8(c)] Dated initials of the disbursing officer

Received & passed for Rs. 11181631 & pay by Cheque Rs. 10310734 as per above Memorandum on account of this work.  
 Dated \_\_\_\_\_

Witness: CMD  
 Executive Engineer, Jawhar (P.W.) Division, Palghar, Dist. Palghar.

Paid by me vide cheque No. 23-1-2020 Dated \_\_\_\_\_  
 (Dated initials of the person actually making the payments)

**Part-V Remarks**  
 [This space is required for any remarks the disbursing officer of the Divisional Officer may wish to record in respect of the execution of the work, check of measurements of the state or contractor]



(D)	(B)	Figure (D) in Words	Total value of work one to date Deduct Value of work shown one previous bill ... (A) Net value of work since previous bill ... (F)
Figure (F) in Words.			

**Part-II Account of Secured Advance allowed on the security of Materials brought to site**

Quantity outstanding from previous bill	Deduct quantity utilized in work since previous bill	Quantity including quantity brought to site since previous bill	Full rate as assessed by the Divisional Engineer	Description of Materials	Unit	Reduced rate at which advance is made	Up-to-date amount of advance	Reference to Divisional Officers written order authorizing the advance	Reason for non clearance of advance when outstanding for more than three months.	
1.	2.	3.	4.	5.	6.	7.	8.	9.	10.	11.

If: Part-Certificates and Signature <u>SHRI P.M.PATKAR</u> SECTIONAL ENGINEER, Entries column (4) to (9) of Part I are based on MEASUREMENT BOOK NO-0402551/2368 Page-67 checked 100 % by the Sub-Divisional Officer on 6 to 8	Total amount outstanding in gas per this bill ... (C) Deduct amount outstanding per entry (C) of previous bill, Net amount since previous bill ... (F)
---	--

Figure (E) in Words

2. Certified [i] that in addition to and quite apart from the quantities of work actually executed as shown in column 4 of part I, some work has been actually done in connection with service items and the value of such work after deducting therefore the proportionate amount of secured advance if any ultimately recoverable on account of the quantities of materials used therein is in case less than the advance payments as per column 3 of part I made or proposed to be made for the convenience of the contractors in anticipation of and subject to the results of detailed measurements which will be made as soon as possible.

3. Certified [ii] that the plus quantities of materials shown in column 3 part II above have been actually brought by the contractors to the sight of the work and the contractor has not previously received any advance on their security [ii] that these materials are of an imperishable nature and are all required by the contractors for use in the work in connection with items for which rates for finished work have been agreed upon and [iii] that a formal agreement in form 50 signed and executed by the contractor in accordance with paragraph 10-2-19 of the M.P.W.A. code is recorded in the Divisional Office.

Dated signature of the contractors  
This signature is necessary only when the officer preparing the bill not officer authorizing payment.

Dated Signature of officer preparing the bill

Dated signature of officer authorizing payment

*Shri P.M. Patkar*  
 Sub-Divisional Engineer  
 Wada (P.W.) Sub Division,  
 Wada, Dist. Palghar.

E-3

## ANNEXURE "15"

65

सिद्धित देयक



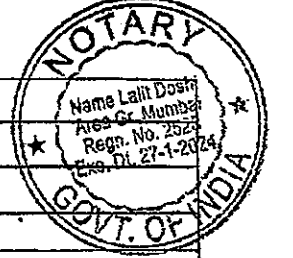
34211106123614380543

DEPARTMENTAL CMP

देयक प्राधिकारपत्र सन २०१९ २०२०

दिनांक ०१/०२/२०२० पर्यंत वैध

प्राधिकारपत्र क्रमांक	34211106123614380543	दिनांक	23/01/2020			
व्यवहार नोंद क्रमांक	462	प्रमाणक क्रमांक	178			
विल्ला क्रमांक		देयक क्रमांक				
आहरण व संवितरण अधिकारी संकेतांक	1605003421	पदनाम	EX.ENGR SUB.DN ENGR P.W.D.SUB DN JAWAHAR			
टॅन क्रमांक	PNEE01899C					
कोषागार / उपकोषागार संकेतांक व नाव	1605 - JAWHAR					
योजना संकेतांक	30540819 / 80/190/(00)(03) GOVT. SHARE IN THE ROAD, BRIDG DUE TO PRIVAT ON BUILD, OPERAT AND TRANFER BASIS					
तपशीलद्वार शीर्ष	53 / MAJOR WORKS					
देयकाची स्थूल रक्कम	11181631	एकूण वार्षिक अनुदान	58632000			
वजातीची रक्कम	870897	हे देयक धरून झालेला खर्च	41984724			
देयकाची निव्वळ रक्कम	10310734	शिल्लक अनुदान	16647276			
प्राप्तकर्त्याचा तपशील						
नाव	पॅन क्रमांक	IFSC	बँक व शाखा	खाते क्रमांक	रक्कम	चेक क्रमांक
PRATAP MARTAND RATNAKAR	xxxxxx880B	xxxxxxx1050	STATE BANK OF INDIA, JAWHAR, THANE	xxxxxxx6895	10310734	0
एकूण					10310734	
प्रमाणित करण्यात येते की या देयकाद्वारे आहरीत करण्यात येत असलेली संपूर्ण रक्कम याच जिल्ह्यात खर्च करण्यात येणार आहे.						
स्वाक्षरी आहरण व संवितरण अधिकारी.						



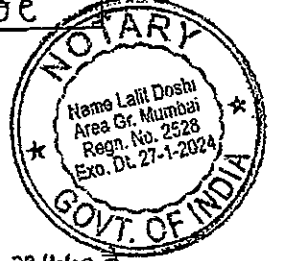
सही

आहरण व संवितरण अधिकारी

अधीक्षक अभियंता यांचे कार्यालय  
ठाणे (सा.बां.) मंडळ, ठाणे  
स्टेशन रोड, ठाणे-400 601

www.mahapwd.com	(022) 25363241	email - thane.se@mahapwd.com
जा.क्र.:- ठाणे/निविदा/	६५५८	दिनांक- १८/१०/१९

प्रती,  
कार्यकारी अभियंता,  
(सा.बां.) विभाग,  
जव्हार.



विषय : निविदा मंजूरीचा प्रस्ताव...  
खाजगीकरणाच्या माध्यमातून मनोर-वाडा-भिवंडी रस्ता रा.मा.क्र.३४ कि.मी. २९/५५० ते ५३/८८० व वाडा ते भिवंडी रस्ता रा.मा.क्र.३५ किमी ४९/००० ते ८९/०१० या ६४.३२ कि.मी. लांबीचे चौपदरीकरण व देखभाल व दुरुस्ती करणे व वाडा भिवंडी रा.मा. ३५ वरील विश्वभारती फाटा - भिनार - वडपा जंक्शन हा बाह्य घळण रस्ता बांधणे (किमी ०/००० ते किमी ७/९००).

मनोर-वाडा-भिवंडी रस्ता रा.मा.क्र.३४ कि.मी.२९/५५० ते ५३/८८० व वाडा ते अंबाडी रस्ता रा.मा.क्र.३५ कि.मी.४९/००० ते ६९/०० ह्या अस्तित्वातील लांबीची MPM ने तात्काळ स्वरूपात रस्ता दुरुस्तीचे काम अन्य निविदेतून करून घेणेबाबतच्या प्रस्तावास मान्यता मिळणेबाबत.

- संदर्भ :
- १) शासनाचे दि. ११/१०/२०१९ रोजीचे टोल-रद्द करण्याबाबतचे पत्र
  - २) मा. सचिव (रस्ते) सार्वजनिक बांधकाम विभाग, मंत्रालय मुंबई यांचा दिनांक १३.१०.२०१९ रोजीच्या घाहणी दौ-यात दिलेल्या सूचना
  - ३) कार्यकारी अभियंता, सा.बां. विभाग, जव्हार यांचे पत्र क्र साबां/विज/प्रशा/५७४० दि. १५.१०.२०१९

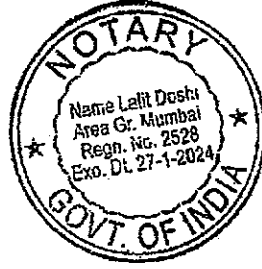
आपले कार्यालयीन संदर्भिय पत्र क्र.३ अन्वये विषयांकीत कामाच्या वावाच्या मनोर-वाडा-भिवंडी रस्ता रा.मा.क्र.३४ कि.मी.२९/५५० ते ५३/८८० व वाडा ते अंबाडी रस्ता रा.मा.क्र.३५ कि.मी.४९/००० ते ६९/०० या लांबीतील तात्काळ स्वरूपात दुरुस्तीचे काम वाडा मलवाडा रस्त्याची सुधारणा करणे रामा ३४अ कि.मी.०/०० ते ९/५०० ता. वाडा जि. पालघर या कामाच्या निविदेतून करून घेण्याचा प्रस्ताव मंडळ कार्यालयास सादर करण्यात आलेला आहे. त्याअनुषंगाने खालीलप्रमाणे कळविण्यात येत आहे.

- १) दिनांक १३/१०/२०१९ रोजी मा. सचिव (रस्ते) यांनी या रस्त्याची पहाणी केली असून रस्ता मोठ्या प्रमाणात क्षतिग्रस्त झाल्यामुळे रस्ता वाहतुकीस अतिशय धोकादायक झालेला आहे. अशा परिस्थितीत रस्ता तात्काळ दुरुस्त करून वाहतुक सुरळीत करण्यासाठी मा. सचिव (रस्ते) यांनी आचारसंहिता सुरु असल्याने या कामाची निविदा प्रसिध्द करता येणार नाही व त्यानंतर या निविदा प्रसिध्द करण्यास १५ दिवसांचा कालावधी लागणार आहे परंतु रस्ता मोठ्या प्रमाणात खराब झाला असल्यामुळे व वाहतुकीस असुरक्षित झाला असल्यामुळे त्यांची दुरुस्ती तात्काळ सुरु करण्यासाठी कार्यरत असलेल्या करारनाम्यापैकी ही दुरुस्तीची कामे करण्यास तयार असलेल्या कंत्राटदाराकडून ही वाढीव कामे करून घेण्याच्या सूचना देण्यात आल्या आहेत. तसेच यासाठी होणारा खर्च हलकी वाहने व बस यांचा पथकरातून सुट दिल्यामुळे उद्योजकास अदा करावयाची नुकसान भरपाईची रक्कममधून भागविण्याच्या सूचना दिल्या आहेत.

- २) वरील सुचनेनुसार वाडा मलवाडा रस्त्याची सुधारणा करणे रामा ३४अ किमी ०/०० ते ९/५०० ता वाडा जि पालघर या कामाचे कंत्राटदार मे. आशिर्वाद कंस्ट्रक्शन, शहापूर यांचा करारनामा क्र.बी-१/एचओ/७५५ सन २०१८-१९ यांनी मनोर-घाडा-भिवंडी रस्ता रा.मा.क्र.३४ कि.मी.२९/५५० ते ५३/८८० व वाडा ते अंबाडी रस्ता रा.मा.क्र.३५ कि.मी.४९/००० ते ६९/०० हया अस्तित्वातील लांबीची MPM ने तात्काळ दुरुस्ती १६.५५ प्रतिशत कमी दराने करण्यास तयार असलेबाबत सहमती दर्शविली आहे..

त्यानुसार सदरील कामाचे ठेकेदार मे. आशिर्वाद कंस्ट्रक्शन, शहापूर यांची कामाची अंदाजीत किंमत रु.१,१०,७२,४७१/- च्या तुलनेत १६.५५ प्रतिशत कमी दराची म्हणजेच रु.९२,३९,९७७/- इतक्या रकमेची निम्नतम निविदा महाराष्ट्र शासन सा.बां.विभाग शासन निर्णय क्रमांक सीएटी २०१७/प्र.क्र.८/इमा-२ मंत्रालय, मुंबई दि.२७/९/२०१८ नुसार प्राप्त झालेल्या अधिकारात स्विकृत करण्यांत येत आहे.

स्थळ प्रत अ.अ. यांनी मंजूर केली आहे.  
सोबत :- संदर्भिय पत्र.



*Ralba*  
(स्नेहल प्र. काळबर)  
सहा.अधीक्षक अभियंता  
अधीक्षक अभियंता  
ठाणे (सा.बां.) मंडळ, ठाणे  
करिता

# ANNEXURE "17"

68

12/E

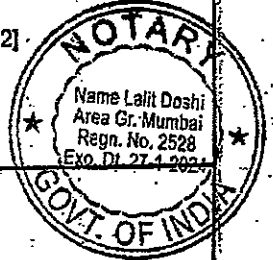
G.A.P.Thane-7/22-500-A-24-3-87  
 G.R.P.W.D.NO.FMS/1051 of 16-7-51  
 G.M.S.&C.D.FMS-1067/66337 M.OF-10-5-88

Outer P.W.410A

**DIVISION - JAWHAR (P.W.)** DIVISION:JAWHAR  
**SUB-DIVISION - WADA (P.W.)** SUB-DIVISION:WADA

## FORM 47 [P.W.410] RUNNING ACCOUNT BILL

[Referred to in Paragraph 10.2]  
 Of M.P.W.A.Code]



Cash Book Voucher NO  
 For 19

**NAME OF CONTRACTOR OR SUPPLIER**  
 M/S.ASHIRWAD CONSTRUCTION

**NAME OF WORK-** Improvement to Wada Malwada Road SH-34A KM.0/00 to 9/500 (Repairs to Manor Wada Bhiwandi Road SH-34 KM.29/550 to 53/800 & KM.Wada Ambadi Road SH-35 KM.49/00 to 69/00. Taluka-Wada District. Palghar

**SERIAL NO. OF THIS BILL -** IIIRD RA BILL

**NO. & DATE OF PREVIOUS BILL FOR THIS WORK -**

**REFERENCE OF AGREEMENT -**

B-1/HQ/755/FOR 2018-2019

**ACCEPTED BY -** Executive Engineer  
 Public Works Division Jawhar

**Date of Written Order to Commence Work -**

**Date of Completion Order to Commence Work -**

**Date of Completion as Stipulated in the Contract -**

**Extension of Grant Up To -**

**Date of Actual Completion of Work -**

**Contractor Ledgers Follo NO.**

**For Use in Accountant Generals Office**

**Audited** **Reviewed**

**Auditor** **Superintendent/Gazetted Officer**

### CERTIFICATE

- [1] Certified That Work has been Executed as Per Standard Specification.
- [2] Certified That Nothing dues from the Contractor on A/C of T & P Articles.
- [3] Certified That No Remarks on V & O Control

*[Signature]*  
**Sub-Divisional Engineer**  
 Wada (P.W.) Sub-Division  
WADA

Transactions of Road Side Materials Entered in the Statement of Receipts Issue & Balance of Road Metal

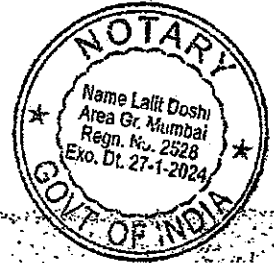
CLERK ACCOUNTANT

(FOR USE IN DIVISIONAL OFFICE)

Checked

Accounts Clerk

Divisional Accountant



Part I - Account of work executed									
Advance payment for work done not yet measured.			Quantity executed up-to-date as per measurement Book.	Item of work (Grouped under Sub Heads or Sub-Work of Estimates)	Rate	Unit	Payment on the basis of Actual Measurement.		Remarks (with reasons for delay in adjusting payments shown in column (10))
Totals per previous Bill	Since Previous Bill	Total Up-to-Date					Up to date	Since Previous Bill	
1.	2.	3.	4.	5.	6.	7.	8.	9.	10.
			72024.64	ITEM NO.(1)- Providing and applying constructing 60 millimetres thick Modified Penetration Macadam (PMPM) road surface including all materials preparing the existing road surface spreading 40 millimetres stone metal layers 30% crushed broken metal-70% hand broken by breaking rubble obtained by blasting heading and spraying the bitumen of VG-30 grade @ 1.75 kg/Sqm spreading 12mm size chips compacting with static roller having weight 8 to 10 MT to achieve the desired degree of compaction as per technical specification clause 508 etc complete including picking of existing PMPM surface.	170.19	Sqmt	12257873.48	12257873.48	
			12024.64	ITEM NO.(2)- Providing and applying tack coat on the prepared surface heating by fumes in Boiler spraying bitumen with sprayer on dry hungry BT surface @ kg/Sqm VG-30 bulk bitumen	10.07	Sqmt	725288.12	725288.12	
<b>TOTAL RS.</b>							<b>12983161.60</b>	<b>12983161.60</b>	
<b>DEDUCT IST RA BILL RS. (-)</b>							<b>3381624.00</b>	<b>3381624.00</b>	
<b>SAY RS.</b>							<b>9601537.60</b>	<b>9601537.60</b>	

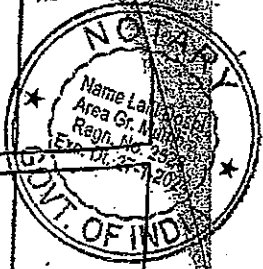
$16.55\% = \frac{12983161}{100} = 12983161$   
 $21.8718 = \frac{218718}{100} = 218718$   
 $10824448 = 10824448$   
 $130033 = 130033$   
 $12134581 = 12134581$   
 $1ST RA BILL = 3381624 = 3381624$   
 $875295$

4-4 21

PART-IV MEMORANDUM OF PAYMENTS

10134581/

1. Total value of work actually measured as per account Part I column 8 Entry (A)	Rs.
2. Total up-to-date Advance payments for work not yet measured as per part I column 3 Entry	
3. Total up-to-date Secured advance on security of materials as per Part II Column B Entry	
4. Total (Items 1+2+3)	
5. Deduct-amounts withheld	



Figures for works abstract		a) From previous bill as per last Running Account Bill		Rs.		P	
Rs.	P.	b) From this Bill		135295/-			
		6. Balance i.e. up-to-date payments (Item 4-5).....K		(-) 3381624/-			
		7. Total amount of payments already made as per entry (K) of last running account Bill No of forwarded with account for					
		8. Payments now to be made as detailed below:					
		1) Security Deposit Rs. 148000/-				875295/-	
		(a) By recovery of amounts creditable to this work				2400000/-	
		2) Income Tax					
		3) Total 5) 2) charge (C)					
		4) Education Fees Rs. 74000/-				175059/-	
		(b) By recovery of amounts creditable to other works & heads of account				444000/-	
		5) Insurance Rs. 74000/-					
		(c) By Cheque (D) Total 8) (b) + (c) Rs. 74000/-					
		6) Upoker (H)					
		8) Part (V) Remark Rs. ....				6956000/-	
		9) Royalty Charges Rs. ....					
		10) Other Charges Rs. ....				8577898/-	

Pay Rs. \* [ ] by Cheque cash

\* Here specify the net amount payable (Item 8(c)) Dated Initials of the disbursing officer

Received Rs. [ 7400000/- ] 6956000/-

Passed for Rs. [ 12752955/- ] 8577898/-

above Memorandum on account of this work

(Received by) *[Signature]* *[Signature]* *[Signature]*

Witness *[Signature]* Executive Engineer Full Signature of the Contractors *[Signature]*

Paid by me vide cheque No. *[Signature]* (Dated Initials of the person actually making the payments)

Part-V Remarks

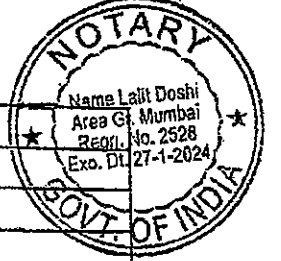
(This space is required for any remarks the disbursing officer of the Divisional Officer may wish to record in respect of the execution of the work, check of measurements of the state or contractor)



DEPARTMENTAL CMP

दिनांक १५/०२/२०२० पर्यंत वैध

देयक प्राधिकारपत्र सन २०१९ २०२०



प्राधिकारपत्र क्रमांक	3421389916620240528	दिनांक	06/02/2020			
व्यवहार नोंद क्रमांक	595	प्रमाणक क्रमांक	63			
विल्ला क्रमांक		देयक क्रमांक				
आहरण व संवितरण अधिकारी संकेतांक	1605003421	पदनाम	EX.ENGR SUB.DN ENGR P.W.D.SUB DN JAWHAR			
टॅन क्रमांक	PNEE01899C					
कोषागार / उपकोषागार संकेतांक व नाव	1605 - JAWHAR					
योजना संकेतांक	30540819 / 80/190/(00)(03) GOVT. SHARE IN THE ROAD, BRIDG DUE TO PRIVAT ON BUILD, OPERAT AND TRANFER BASIS					
तपशीलवार शीर्ष	53 / MAJOR WORKS					
देयक प्रकार						
देयकाची स्थूल रक्कम	3381624	एकूण वार्षिक अनुदान	58632000			
वजातीची रक्कम	1053753	हे देयक धरून झालेला खर्च	58632000			
देयकाची निव्वळ रक्कम	2327871	शिल्लक अनुदान	0			
प्राप्तकर्त्याचा तपशील						
नाव	पॅन क्रमांक	IFSC	बँक व शाखा	खाते क्रमांक	रक्कम	चेक क्रमांक
ASHIRWAD CONSTRUCTION SHAHAPUER	xxxxxxx824C	xxxxxxx0032	THE THANE DISTRICT CENTRAL COOPERATIVE BANK THANE, RAM MARUTI ROAD THANE	xxxxxxxxxxxxx1446	2327871	0
एकूण					2327871	
प्रमाणित करण्यात येते की या देयकाद्वारे आहरीत करण्यात येत असलेली संपूर्ण रक्कम याच जिल्ह्यात खर्च करण्यात येणार आहे.						
स्वाक्षरी आहरण व संवितरण अधिकारी.						

सही

आहरण व संवितरण अधिकारी

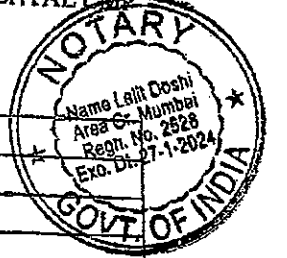
दत्त देयक



DEPARTMENTAL CMR

देयक प्रधिकारपत्र सन २०२० २०२१

दिनांक ०४/०९/२०२० पर्यंत वैध

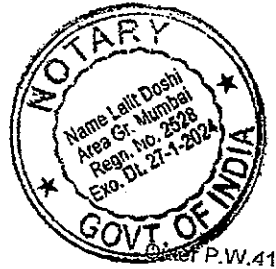


प्रधिकारपत्र क्रमांक	34219813126610390545	दिनांक	26/08/2020			
व्यवहार नोंद क्रमांक	56	प्रमाणक क्रमांक	149			
विल्ला क्रमांक		देयक क्रमांक				
आहरण व संवितरण अधिकारी संकेतांक	1605003421	पदनाम	EX.ENGR SUB.DN ENGR P.W.D.SUB DN JAWHAR			
टॅन क्रमांक	PNBE01899C					
कोषागार / उपकोषागार संकेतांक व नाव	1605 - JAWHAR					
योजना संकेतांक	30540819 / 80/190/(00)(03) GOVT. SHARE IN THE ROAD, BRIDG DUE TO PRIVAT ON BUILD, OPERAT AND TRANEER BASIS					
तपशीलवार शीर्ष	53 / MAJOR WORKS					
देयक प्रकार						
देयकाची स्थूल रक्कम	7400000	एकूण वार्षिक अनुदान	7400000			
वजातीची रक्कम	444000	हे देयक धरून झालेला खर्च	7400000			
देयकाची निव्वळ रक्कम	6956000	शिल्लक अनुदान	0			
प्राप्तकर्त्याचा तपशील						
नाव	पॅन क्रमांक	IFSC	बँक व शाखा	खाते क्रमांक	रक्कम	चेक क्रमांक
ASHIRWAD CONSTRUCTION SHAHAPUER	xxxxxxx824C	xxxxxxx0032	THE THANE DISTRICT CENTRAL COOPERATIVE BANK THANE, RAM MARUTI ROAD THANE	xxxxxxxxxxxx1446	6956000	0
एकूण					6956000	
प्रमाणित करण्यात येते की या देयकाद्वारे आहरीत करण्यात येत असलेली संपुर्ण रक्कम याच जिल्ह्यात खर्च करण्यात येणार आहे.						
स्वाक्षरी आहरण व संवितरण अधिकारी.						

सही

आहरण व संवितरण अधिकारी

ANNEXURE "21"



HH

G.A.P.P.Thane-T/122-5000-A-24-3-87  
G.R.P.W.D.No.FMS 1051 of 16-7-51  
G.M.B. & C.D. FMS 106766337 M.Dt.10-05-88

M.B.No. YNP

BDT

Transaction of road side materials entered the statement of receipts issues and balance road metal.

Asstt. Engr (Gr.),  
Bhiwandi (P.W.) Sub Dn.  
Bhiwandi

DIVISION: Executive engineer,  
Thane (P.W.) Division No.1,  
Thane.

SUB-DIVISION :- P.W. SUB-DIVISION, BHIWANDI.

(FORM 47 P.W. 410) -

Running Account Bill

[Referred to in Paragraph 10.2.11 of M.P.W.A. Code]

Cash Book Voucher No.

120153

For

2019-2020

1/2020

Name of Contractor or Supplier :- M/s. Kshatriya Infrastructure Pvt.Ltd.

Name of Work :- MAINTAINANCE WORK TO VADPE NIMBAVALI ROAD (S.H.84) BETWEEN KM.50/100 TO 54/100 BY PROVIDING AND CONSTRUCTING WBM AND MPWL.

Serial No. of this Bill :- IST R.A. Bill

No. and date of previous bill for this work :- Nil

Reference to Agreement :- B-1/CE/03 for 2019-2020

Authority :- Vide Sanction Letter of Chief Engineer P.W.D. Kokan Region Marathi Letter No.C.E.(Ko)/Project Branch/3328 Dt.17/10/2019

Date of written order to commence work :- No.pwd/thane1/tender/8889  
Date :- 26/08/2019

Date of Completion as stipulated in the contract :- 12 (Twelve) Month upto 15/07/2020

Extensions granted upto :- N.A.

Date of actual completion of work :-

Contractors Ledger Folio No. :-

(For use in Accountant-General's Office)

(For Use in Divisional Office)

Checked

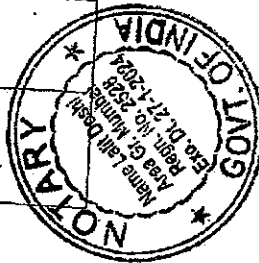
Accounts Clerks

Audited

Reviewed

\_ADKS\_Mayur

Advance payments for work done not yet measured		Quantity executed upto date as per measurement book	Item of work (Grouped under sub heads or sub work of estimate)	Rate	Unit	Payment on the basis of actual measurement		Remarks (with reasons for delay in adjustment of payments shown in column (1))	
Total as per previous bill	Since previous bill					Upto date	Since Previous bill		
1	2	3	4	5	6	7	8	9	10
		208.00 ✓	ITEM NO.(3):- Supply of J.C.B. on hire basis for including operator, fuel etc. complete. ( Rate As Per Sanction T.S. Of Chichavati Kaman Road )	1270.00 ✓	Hours		264160.00 ✓	264160.00	
		360.00 ✓	ITEM NO.(2):- Supply of labour for cleaning, removal of debris, traffic control, cleaning of road, and grass including transportation / conveying of labour from place to place as required etc. complete. ( Rate As Per Sanction T.S. Of Chichavati Kaman Road )	448.00 ✓	Count- Number		161280.00 ✓	161280.00	



1									
2									
3									
4	17785.25	5	ITEM NO.(3):- Filling Potholes in monsoon within 24 hrs after its occurrence on carriageway with Metal, grit, & emulsion, bituminous material using Hot mix plant including providing and applying tack coat at the rate of 0.325 Kg/sq.m (bituminous grade VG-30) and providing and laying Hot mix : laid bituminous macadam of 50 mm average thickness, 3.4% of bitumen VG-40 grade and sealing with 40 mm thick , Bituminous Concrete with 40 bituminous binder @ 5.4 to 5.6 percent of mix ,Providing and fixing factory made Hydraulically pressed Mechanically vibrated and, compacted precast inter locking cement concrete paving blocks 100MM thick in M40 grade of approved size and shape, preparing the existing road surface, spreading 40 mm. stone layers metal 30% crusher broken metal + 70% Hand broken metal (By including Rubble obtained by blasting) and complete during wet spell of monsoon including transporting the mix to work site, laying to the required grade , level and alignment, rolling with roller to achieve the desired compaction as per NORTH specification clause No.500 etc. onwards	6	242.50	7	4312923.13	8	4312923.13





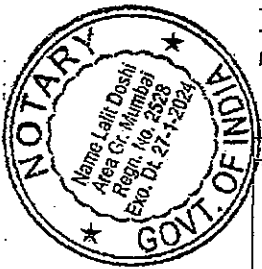
ANNEXURE "22"

G-1

H-2

WORK - 10937479/-  
GST - 1288497/-  
100,25,976/-

PART IV - MEMORANDUM OF PAYMENTS



Total value work actually measured as per para 1, column 8, Entry (A)		Rs.	P.
Total up-to-date advance payment for work not yet measured as per part I, column 3, Entry (B)		120,25,976/-	
Total up-to-date secured advances on security of materials as per part II, column 8, Entry (C)			
Total [Item 1 + 2 + 3]			
Deduct - amounts withheld			
Figures for work abstract			
Rs.	P.	(a) From previous bill as per last running account bill	
		(b) From this bill	
		(Item 4 - 5) [K]	
		6. Balance i.e. up-to-date payments	
		7. Total amount of payments already made as per entry [K] of last running account Bill No. of	
		8. Payments now to be made as detailed below -	
		Rs. 1) Security Deposit	Rs. 2,40,500/-
		(a) By recovery of amount creditable to this work -	
		2) Income Tax	Rs. 2,40,500/-
		Total 5(b) + 8(a)	(G)
		3) Surcharge	Rs. ....
		(b) By recovery of amount creditable to other work or heads of accounts	
		4) Education Cess	Rs. 1,07,375/-
		(c) By cheque	
		5) VAT-SAS	Rs. 1,07,375/-
		Total 8(b) + [c]	(H)
		6) Insurance	Rs. ....
		7) Upakar	Rs. 1,07,375/-
		8) Part (V) Remark	Rs. ....
		9) Royalty Charges	Rs. 2,25,647/-
		10) Other Charges	Rs. ....

Here specify the net amount payable (Item 8(c))  
Received Rs. ( )  
Memorandum on account of this work.

Stamp  
Dated initials of the disbursing office  
10994164

Dated \_\_\_\_\_  
Witness Passed for Rs. 12025976/- & Pay by Cheque No. 10994164/-  
Signature of the Contractor  
Paid by me vide Cheque No. \_\_\_\_\_  
Rupees one crore one lakh ninety four thousand one hundred sixty four only

PART V - REMARKS

This space is required for the disbursing officer or the divisional officer may wish to record in respect of the execution of the work check of measurements of the state of contractors' accounts

EMP  
14/1/2020

Executive Engineer  
Jawhar (P.W.) Division,  
Jawhar, Dist. Palghar.

147	(b)	TOTAL	Figure (D) in words

PART II - ACCOUNT OF WORK EXECUTED										
Quantity outstanding from previous bill	Deduct quantity utilized in work measure d since previous bill	Quantity outstanding including quantity brought to site since previous bill	Full rate as assessed by the divisional officer	Description of materials	Unit	Reduced rate at which advance is made	Up to date amount of advance	Reference to divisional officers written order authorising the advance		Reason for non clearance of advance when outstanding for more than three month
								No.	Date	
1	2	3	4	5	6	7	8	9	10	11
Total amount outstanding as per this bill (C) Deduct amount outstanding as per entry of previous bill (C) Net amount since previous bill (E)										

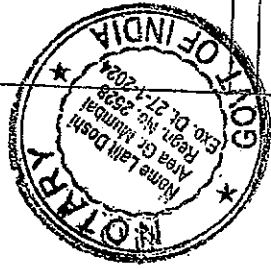
III Part - Certificates and Signature

- Entries in column [4] to [9] of part I are based on measurements recorded by Name and designation Shri Y. N. Pardeshi, Sect. Engr. on \_\_\_\_\_ in M.B.No. \_\_\_\_\_ Pages \_\_\_\_\_ and checked \_\_\_\_\_ % by Sub Divisional Officer on \_\_\_\_\_ in several items and the value of such work actually executed as shown in column no.4 of part I, some work has been actually done in connection with materials used therein) is in on case less than the advance payments as per column of part I, made or proposed to be made for the convenience of the contractor in anticipation of and subject to the results of detailed measurements which will be made as soon as possible.
- Certified (i) that the plus quantities of materials shown in column 3 of part II above been actually brought by the contractor to the work sight and the contractor has not previously received any advance on their security. (ii) that these materials are in imperisheple ature and are all required by the contractor for use in the work in connection with items for which rate for finished work have been agreed upon security (iii) the a normal agreement in form 50 signed and executed by the contractor in accordance with paragraph 10, 21 19 of M.P.W.A. code is recorded in the Divisional officer.

Dated Signature of the Contractor.

Assistant Engineer (Gr.I),  
Bhiwandi (P.W.) Sub Division,  
Bhiwandi

Executive Engineer,  
Thane (P.W.) Division No.1,  
Thane



9765  
10/1

G-2

79

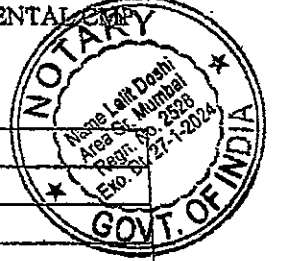
## ANNEXURE "23"

H-3  
देयक

DEPARTMENTAL

देयक प्राधिकारपत्र सन २०१९ २०२०

दिनांक २१/०१/२०२० पर्यंत वैध

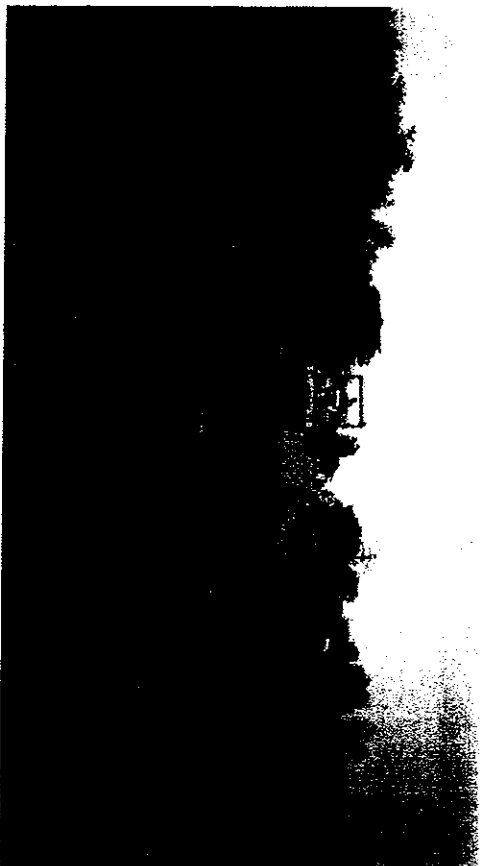
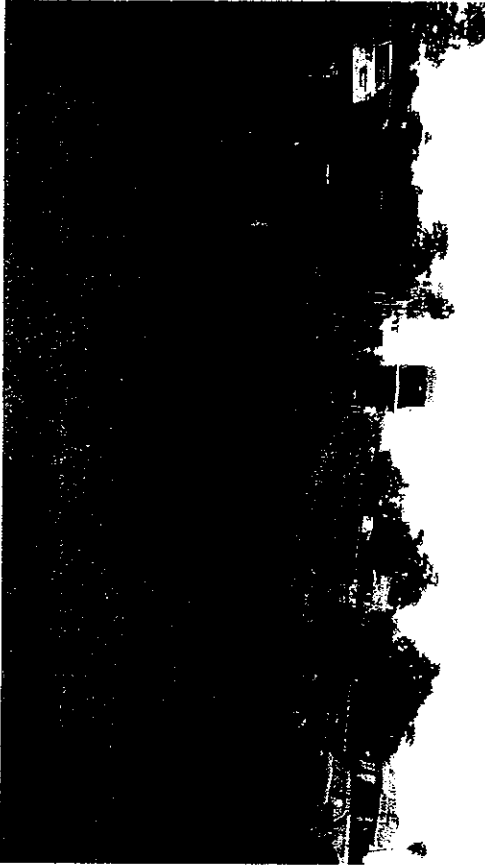


प्राधिकारपत्र क्रमांक	3421919911461990551	दिनांक	14/01/2020			
व्यवहार भौद क्रमांक	438	प्रमाणक क्रमांक	53			
विल्ला क्रमांक		देयक क्रमांक				
आहरण व संवितरण अधिकारी संकेतांक	1605003421	पदनाम	EX.ENGR SUB.DN ENGR P.W.D.SUB DN JAWAHAR			
दैन क्रमांक	PNEE01899C					
कोषागार / उपकोषागार संकेतांक व नाव	1605 - JAWHAR					
योजना संकेतांक	30540819 / 80/190/(00)(03) GOVT. SHARE IN THE ROAD, BRIDG DUE TO PRIVAT ON BUILD, OPERAT AND TRANSFER BASIS					
तपशीलवार शीर्ष	53 / MAJOR WORKS					
देयक प्रकार						
देयकाची स्थूल रक्कम	12025976	एकूण वार्षिक अनुदान	58632000			
वजातीची रक्कम	1031812	हे देयक धरून झालेला खर्च	19303093			
देयकाची निव्वळ रक्कम	10994164	शिल्लक अनुदान	39328907			
प्राप्तकर्त्याचा तपशील						
नाव	पॅन क्रमांक	IFSC	बँक व शाखा	खाते क्रमांक	रक्कम	चेक क्रमांक
KSHATRIYA INFRASTRUCTURE PVT LTD	xxxxxx188N	xxxxxxx0191	THE SARASWAT CO-OPERATIVE BANK LTD,HIRANA NDANI POWAI BRANCH	xxxxxxxxxxx0234	10994164	0
एकूण					10994164	
प्रमाणित करण्यात येते की या देयकाद्वारे आहरीत करण्यात येत असलेली संपुर्ण रक्कम याच जिल्ह्यात खर्च करण्यात येणार आहे.						
स्वाक्षरी आहरण व संवितरण अधिकारी.						

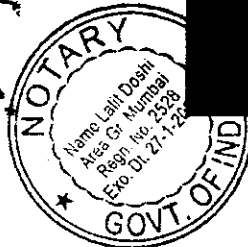
सही

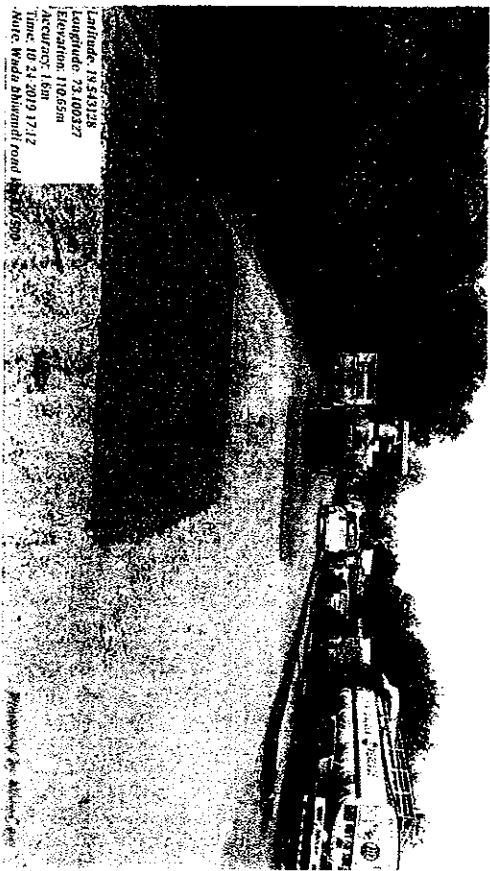
आहरण व संवितरण अधिकारी.

# ANNEXURE "24"

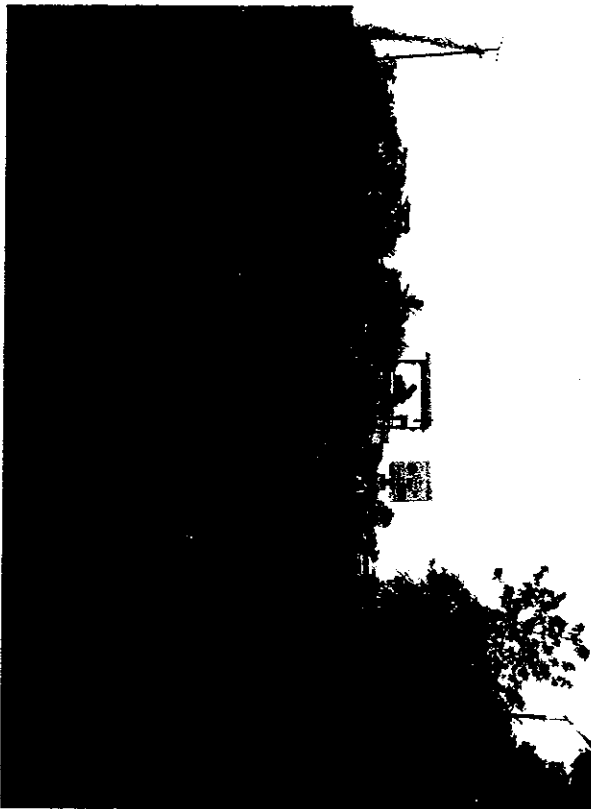


After repair

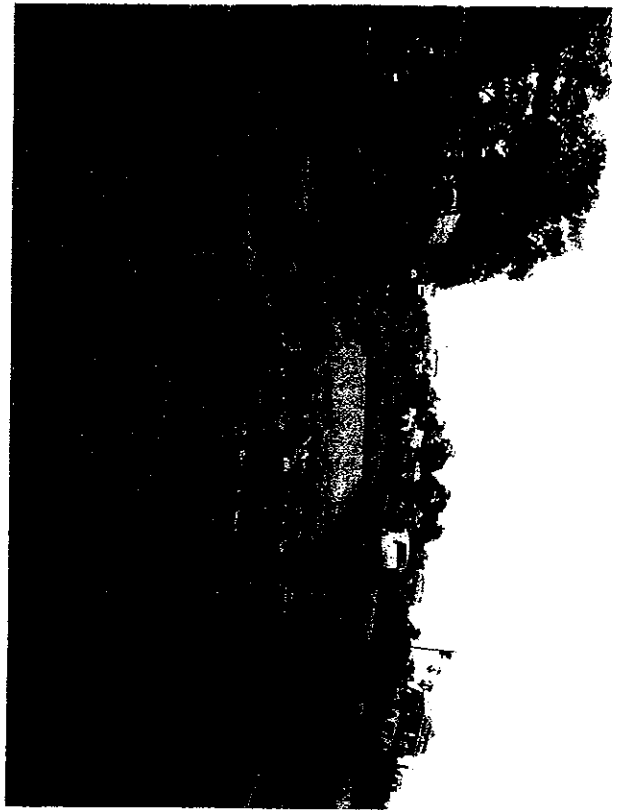
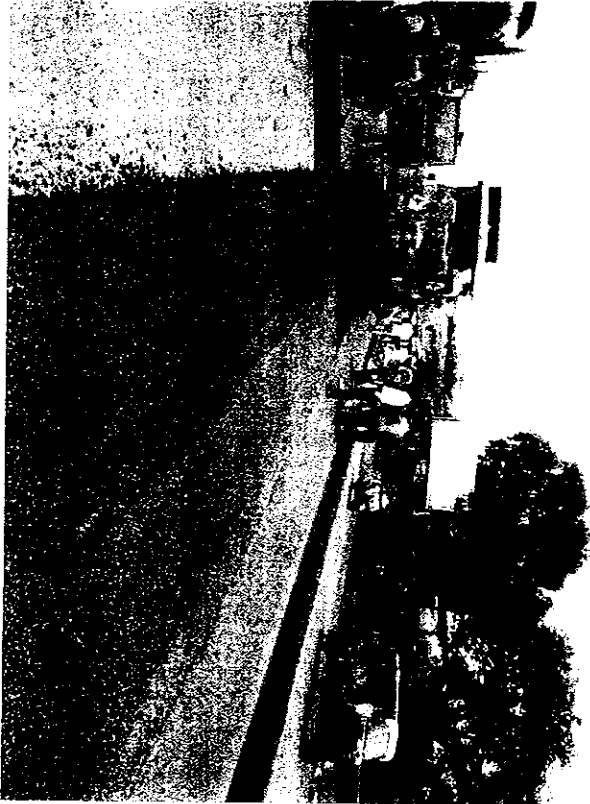




Latitude: 19.310128  
 Longitude: 72.600227  
 Elevation: 116.02m  
 Accuracy: 1.0m  
 Time: 03-21-2019 17:12  
 Note: Wadia Bhamburda Road



NOTARY  
 Namo Lali Doshi  
 Area Of Mumbai  
 Reg. No. 2538  
 Exp. Jtl. 27-12-2024  
 GOVT. OF INDIA



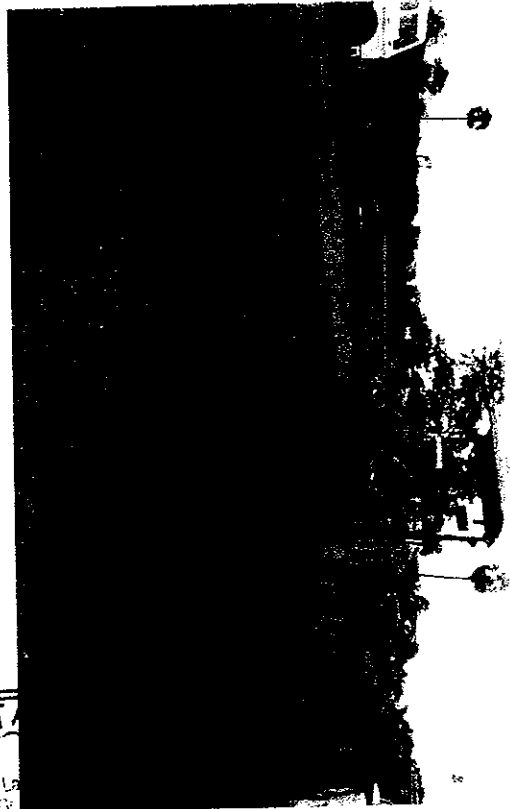
Latitude 19.5426  
Longitude 73.1092  
Elevation 164.63m  
Accuracy 3.5m  
Time 10/24/2019 17:18  
Note: Wada Shivnandi road km 67/56



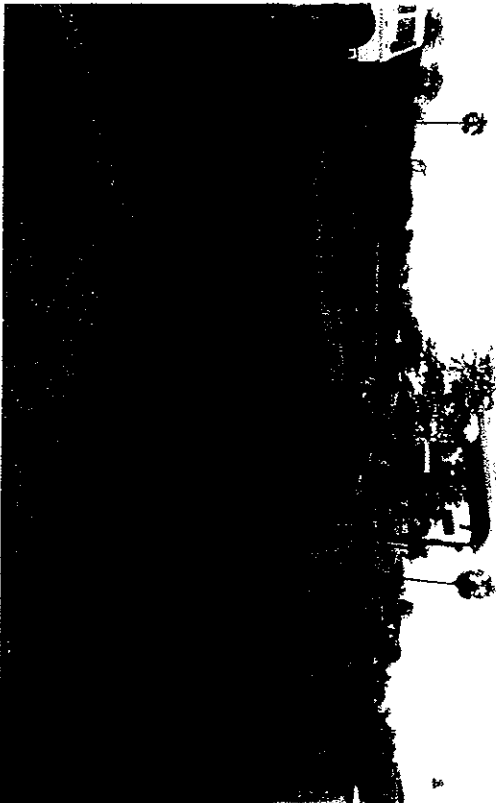
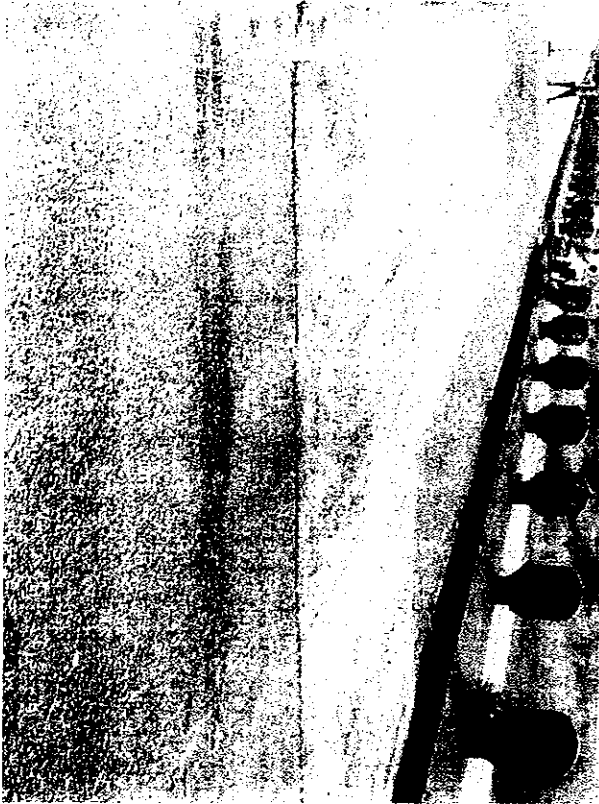
ARY  
Name Lalk Dostin  
Area Cr. Mumbai  
Reg. No. 2526  
Exo. Di. 27-1-2024  
GOVT. OF INDIA



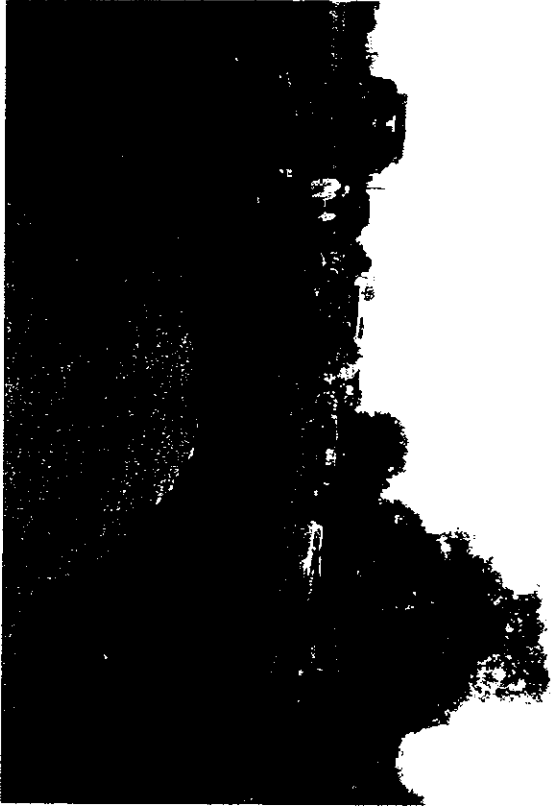
NOTAR  
Name Lakh Doshi  
Area Gr. Mumbai  
Regn. No. 2528  
Exp. Dt. 27-1-2024  
GOVT. OF INDIA



NOTICE  
 Name of the  
 Area of  
 Reg. No. 2528  
 Exp. Dt. 27-1-2024  
 GOVT. OF INDIA

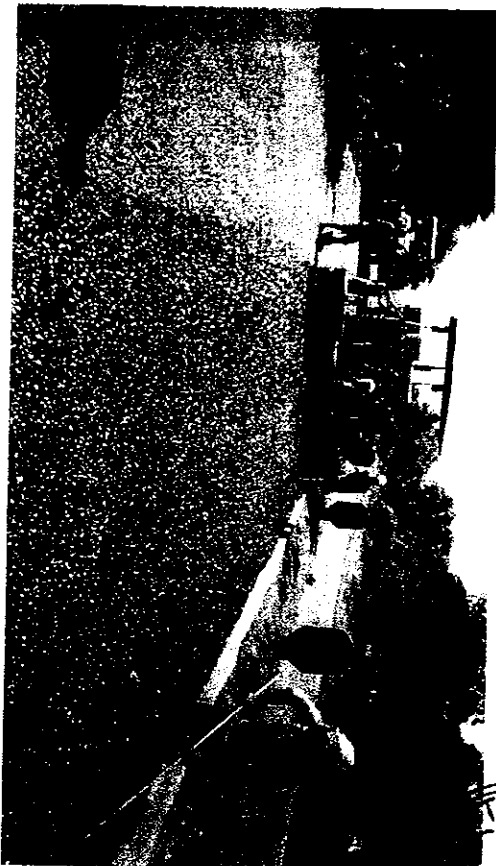
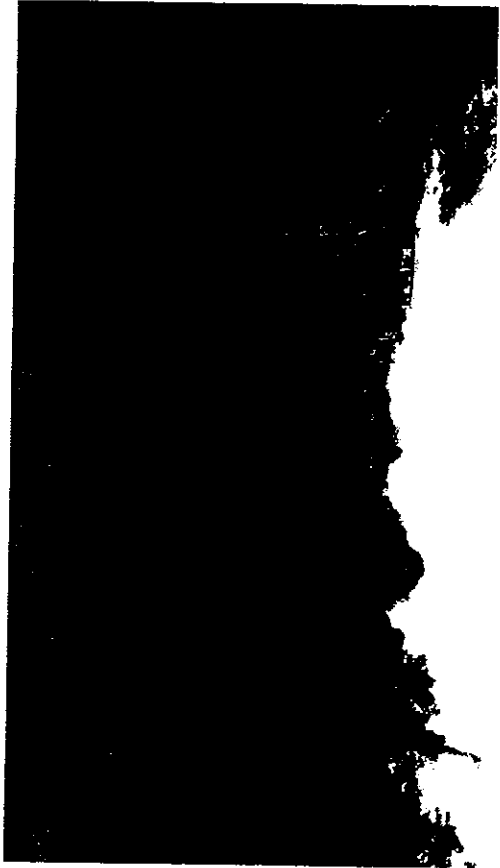


OT  
the La  
Area Gr. Mumbai  
Regn. No. 2528  
Exo. Dt. 27-1-2024  
★ ★  
GOVT. OF INDIA



Latitude: 19.543128  
Longitude: 72.80937  
Elevation: 110.65m  
Accuracy: 1.0m  
Time: 10/24/2019 17:12  
Note: Wada Shivwadi road

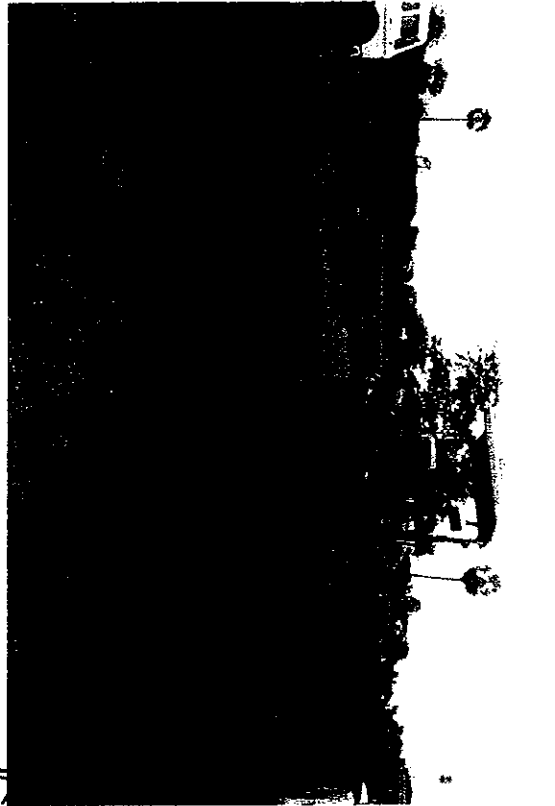
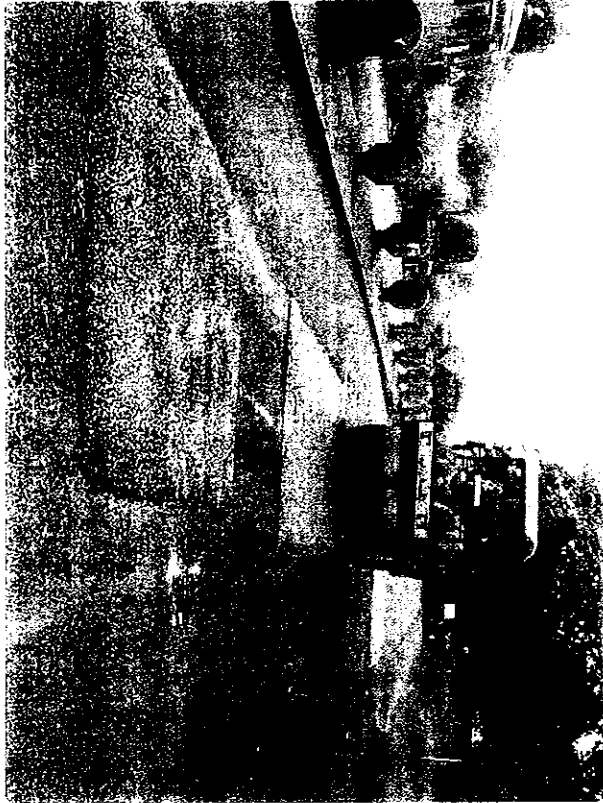
NOTARY  
Name Lakti Doshi  
Area G- Mumbai  
Regn. No. 2528  
Exo. Dt. 27-1-2024  
GOVT. OF INDIA



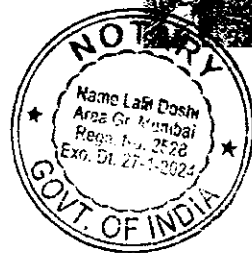
ARY  
Nams Lali Post  
Area Gr. M. 993  
Regn. No. 2528  
Exo. Dt. 27-1-2024  
GOVT. OF INDIA



NOTARY  
Name Lalit Doshi  
Area Gr. Mumbai  
Regn. No. 2526  
Exp. Dt. 27-1-2024  
GOVT. OF INDIA

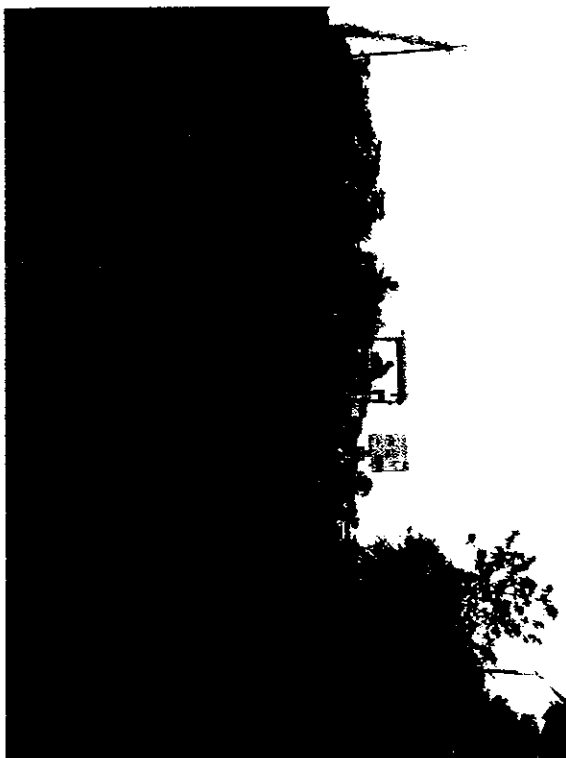


NOTIFIED  
Name: Lalit Deshpande  
Area: G. M. Mumbai  
Regn. No. 2926  
Exo. Dt. 27-1-2024  
GOVT. OF INDIA





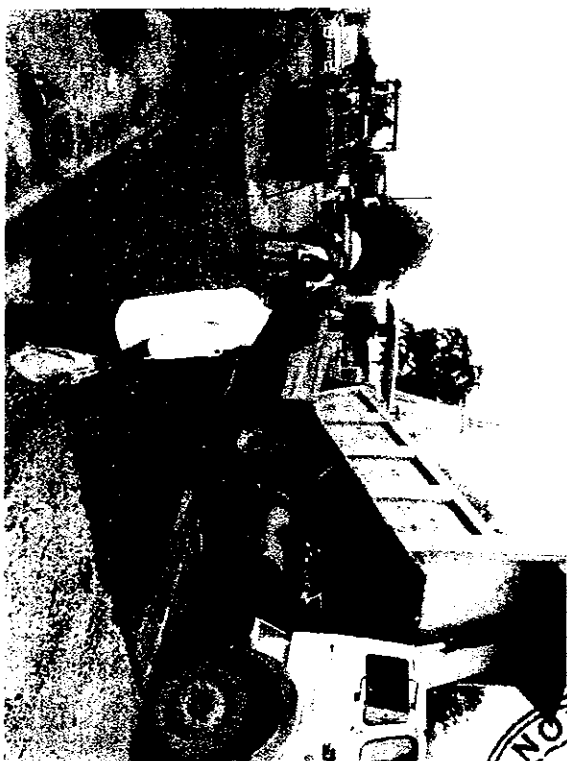
★ ★  
Name: Lali Doshi  
Area Gr. Number:  
Regn. No. 2524  
Exp. Dt. 27-1-2024  
★ ★  
GOVT. OF INDIA



NOTARY  
Name Lalit Doshi  
Area Gr. Muchbai  
Regn. No. 2526  
Exo. Dt. 27-1-2024  
GOVT. OF INDIA



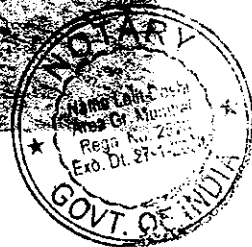
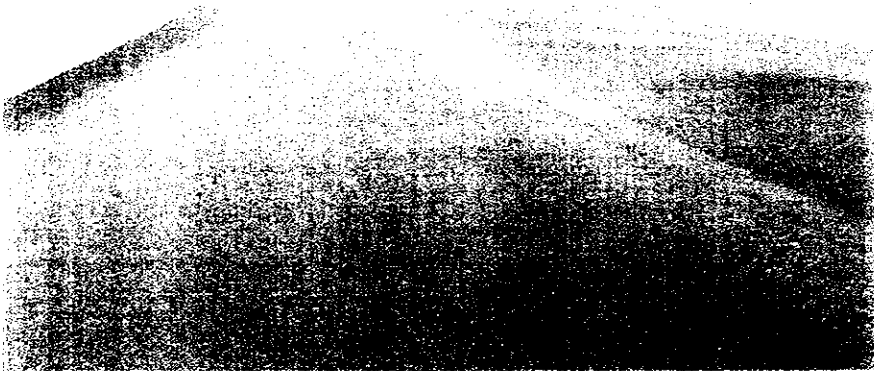
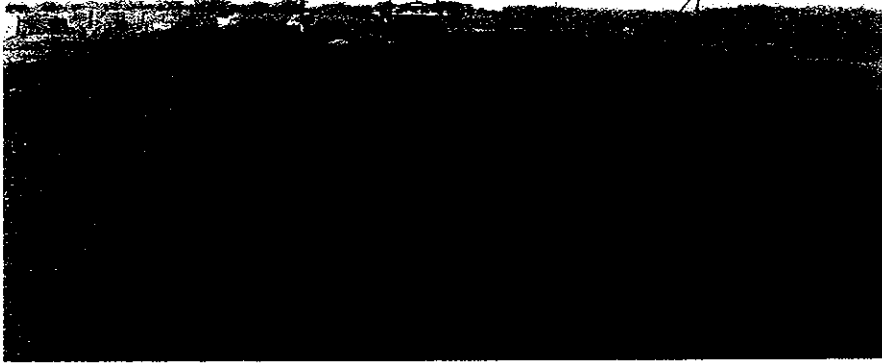
Latitude: 19.5428  
Longitude: 74.1802  
Elevation: 1615m  
Area: 0.24 km<sup>2</sup> (0.09 sq mi)  
Note: Kolda bypass road



NOTA  
Name Lail Doshi  
Area Gr. Member  
Regn. No. 2629  
Exp. Dt. 27-1-2025  
GOVT. OF INDIA

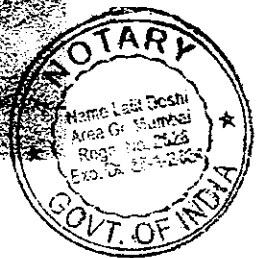
Section Ambedi To Bhivandi

NAME OF WORK: One Year Routine Maintenance to 1) Manor to Wada Road SH-34 Km 29/550 to 53/800, 2) Wada to Bhivandi Road SH-35 Km 49/000 to 89/070, Tal.Wada, Dist. Palghar.

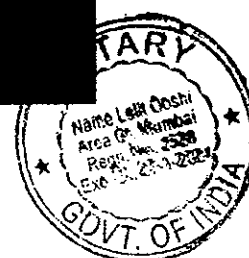


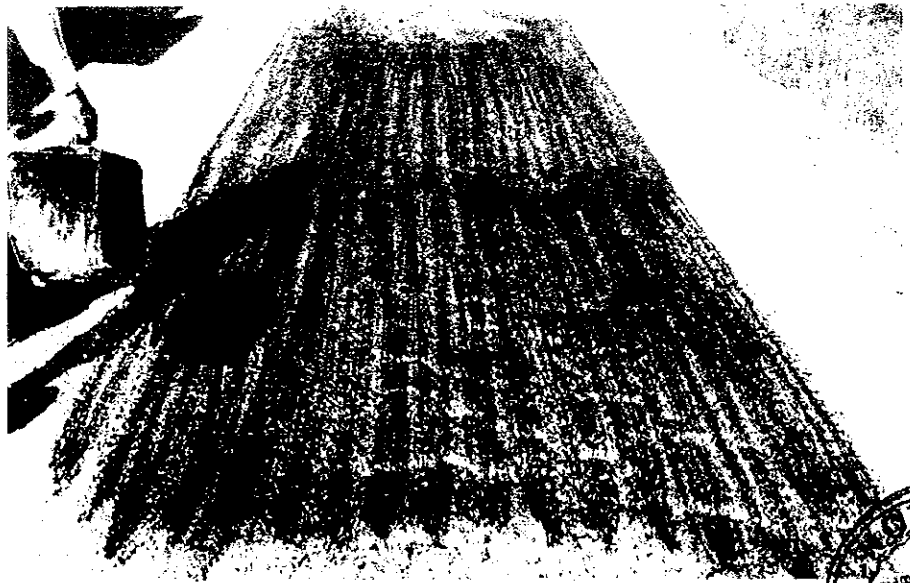


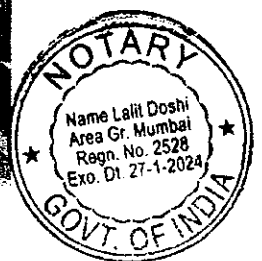
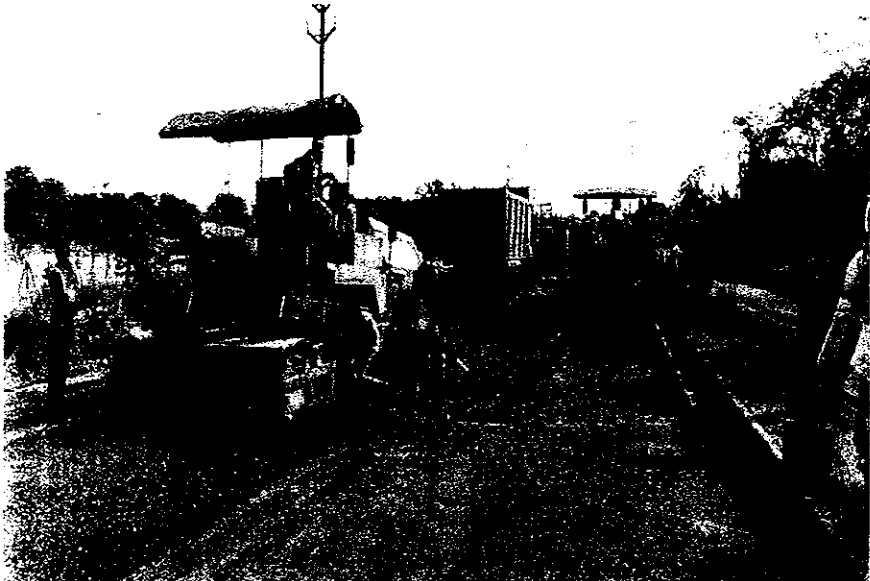
STARY  
The Left Coast  
Area of Market  
Res. No. 253  
Exo. DL. 27/1/2024  
GOVT. OF INDIA



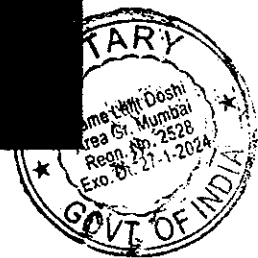


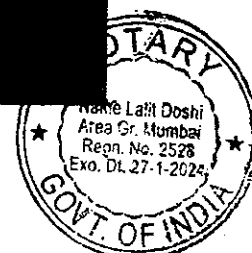


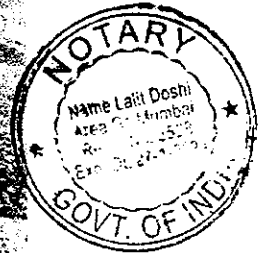




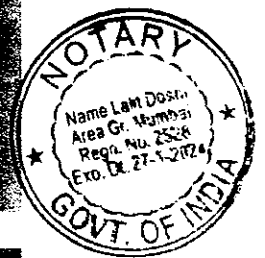
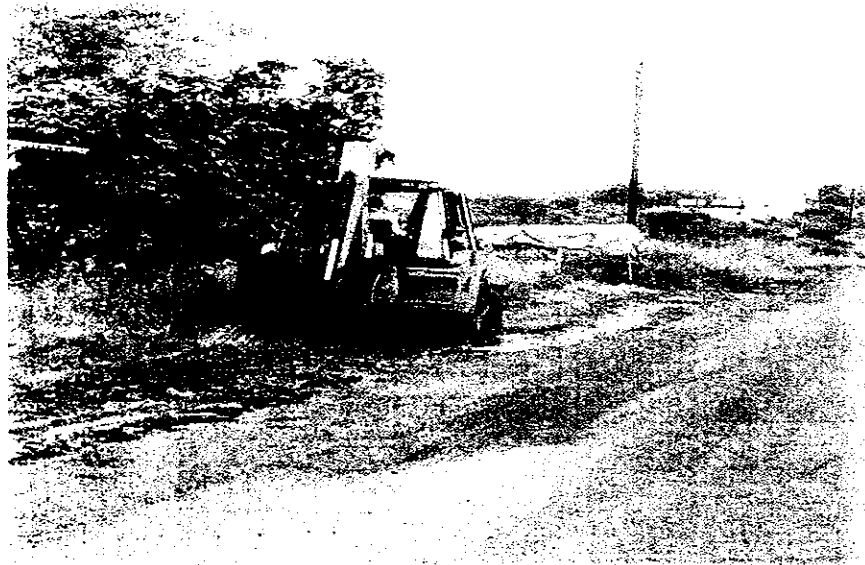
NAME OF WORK: One Year Routine Maintenance to 1) Manor to Wada Road SH-34 Km 29/550 to 53/800, 2) Wada to Bhivandi Road SH-35 Km 49/000 to 89/070, Tal.Wada, Dist. Palghar.

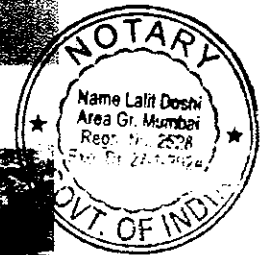


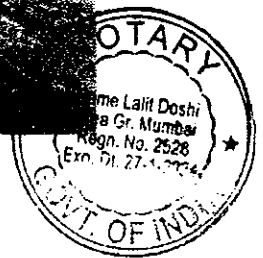
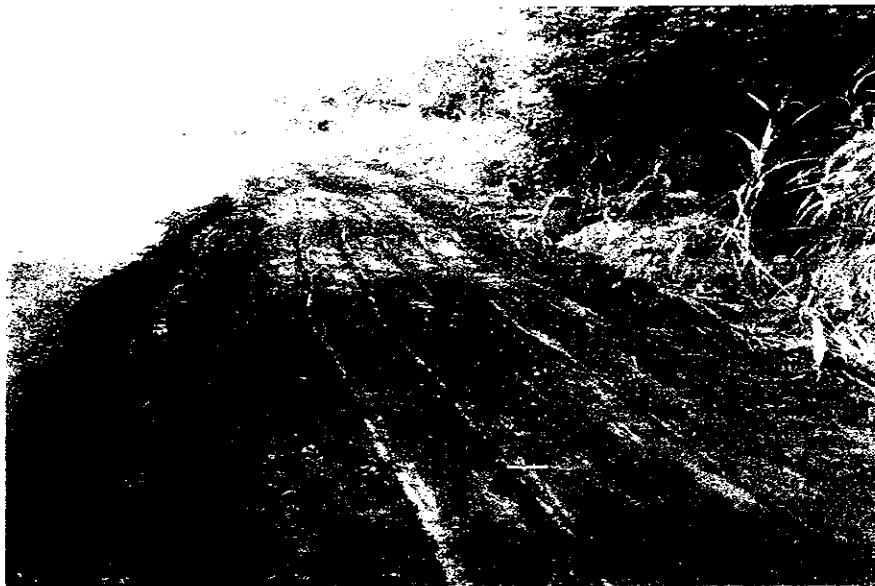




NAME OF WORK: One Year Routine Maintenance to 1) Manor to Wada Road SH-34 Km 29/550 to 53/800, 2) Wada to Bhivandi Road SH-35 Km 49/000 to 89/070, Tal.Wada, Dist. Palghar.







# ANNEXURE "25"

107

BOT A. (5)

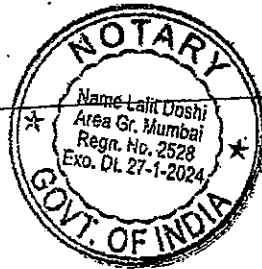
Pay with A.D./By email & Pay by Cheque Rs.  
(Rupees)

**GOVERNMENT OF MAHARASHTRA  
OFFICE OF THE EXECUTIVE ENGINEER  
Public Works Division, Jawhar**

E-mail:- jawharee@mahapwd.com  
Outward No. :- PWD/JWR/FC/5817

Tel. No. 0252622236  
Date : 31-10-2019

**WORK ORDER**



To:  
M/s. Mayur Construction & Developers,  
Prop- M/s. Mayur Construction & Developers,  
At-House No.340, Sitabai Nagar, Gorsai Village, Post-Vadape, Tal-Bhiwandi, Dist-Palghar.  
E-mail : mayurconstruction86@gmail.com

**Subject :-** One Year Routine Maintenance to 1) Manor to Wada Road SH-34 Km 29/550 to 53/800, 2) Wada to Bhiwandi Road SH-35 Km 49/000 to 89/070, Tal.Wada, Dist. Palghar.

**Reference :-**  
1) Tender Notice No 23/01 For 2019-20 and tender No 2019\_PWR\_497906\_1  
2) Your Tender Opened on Date 17-10-2019  
3) This office Letter No. 5816 dated 31-10-2019  
4) Thane(P.W.) Circle, Thane letter No. 6642 dated 31-10-2019  
5) Your Office letter No Nil dated 31-10-2019

This office has received remittance of the initial Security Deposit Rs 660,000.00/- (Rs Six Lakh Sixty Thousand ) in the form of BGR No. OGT0018190037192 Dt. 24-10-2019 of Indusind Bank LTD. Bhiwandi Branch for Rs 660,000.00/- (Valid for period From 24-10-2019 to 23-10-2020) and Performance Security Deposit of Rs 1,980,000.00/- (Rs Nineteen Lakh Eighty Thousand Only) in the form of BGR No. OGT0018180037201 Dt. 24-10-2019 of Indusind Bank LTD. Bhiwandi Branch for Rs 1,980,000.00/- (Valid for period From 24-10-2019 to 23-04-2020) for total Rs 2,640,000.00/- of your tender / negotiated offer for the above work at 15% Below the estimated cost of Rs 32,997,000.00/- (Rs Three Crore Twenty Nine Lakh Ninty Seven Thousand Eight Hundred only) put to tender is hereby accepted on behalf of Governor of Maharashtra. (The accepted offer is 15% Below the contract cost of Rs 28,048,130.00/-).

- 1) Your attention is also invited to take out necessary Insurance Policy / Policies as decided by the Directorate of Insurance
- 2) Your attention is also invited to take out necessary labour licenses from concerned district labour offices.
- 3) You are also requested to furnish the programme of work along with bar chart within 15 days.

Your tender for the work, as accepted above, shall herein after be referred as the contract Agreement No B1/CE/935 For 2019-20.

You are therefore requested to start the work immediately in consultation with the Sub Divisional Engineer, P.W. Sub Division Wada, who is incharge of the work and see that the same should be completed within 12 calendar Months including monsoon. The DLP period is 24 calendar Months.

Kindly acknowledge the receipt of the same.



PAN No : AAPFM2747K  
201910311839244GEHT30G5I

Executive Engineer  
Public Works Division, Jawhar

This is system generated work order, hence doesn't required signature from the authorised officer.

- 1) Copy submitted to the Accountant General, Maharashtra for information please.
- 2) Copy submitted to the Directorate of Insurance for information please.
- 3) Copy submitted to the Labour Commissioner / District Labour Officer for information please.
- 4) Copy submitted to the Superintending Engineer, Thane(P.W.) Circle, Thane for information please.
- 5) Copy submitted to Superintending Engineer, Vigilance and Quality Control, Konkan for information please.
- 6) Copy forwarded to the Sub Divisional Engineer, P.W. Sub Division Wada for information and necessary action.
- 7) Copy to Auditor in Divisional Office for information and necessary action.

# ANNEXURE "26"

108

pan no - AAPFM 2747K  
- 27AAPFM2747K1ZQ

G.A.P. Thane-TM22-5000-A-24-3-87  
G.R.P.W.D.No,FMS 1051 of 16-7-51  
G.M.B. & C.D. FMS 106766337 M.Dt.10-05-88

Outer P.W.410A e.

M.B.No. 0051301 ASP

DIVISION: *Executive engineer,*  
*Thane (P.W.) Division No.1,*  
*Thane.*

SUB-DIVISION :- *P.W. SUB-DIVISION, BHIWANDI.*

(FORM 47 P.W. 410)

Running Account Bill

[Referred to in Paragraph 10.2.11 of M.P.W.A. Code]

*RISK & COST*

Transaction of road side materials entered the statement of receipts issues and balance road metal.

Cash Book Voucher No.

For

2019-20

*HO - 54*  
*1/2020*

*[Signature]*  
Asstt. Engr.(Gr.),  
Bhiwandi (P.W.) Sub Dn.  
Bhiwandi

Name of Contractor or Supplier :- *M/S. Mayur Construction & Developers*

Name of Work :- *One year Routine Maintenance to Manor Wada Road S.H.34 (Km.29/550 to 53/800 2) Wada to Bhiwandi Road S.H.35 Km.49/000 to 89/070 in Taluka Wada Dist Palghar.*

Serial No. of this Bill :- *1st R.A. Bill*

No. and date of previous bill for this work :- *Nil*

Reference to Agreement :- *B-2/CE/935 for 2019-20*

Accepted by The Executive Engineer, (P.W.) Division No.1, Thane

Date of written order to commence work :- *pwd/thane1/tender/5817 Dt.31/10/2019.*

Date of Completion as stipulated in the contract :- ( ) Month upto

Extensions granted upto :- *N.A.*

Clerk                      Accountant

(For Use In Divisional Office)

Date of actual completion of work :-

Contractors Ledger Folio No. :-

(For use in Accountant-General's Office)

Checked

Accounts Clerks

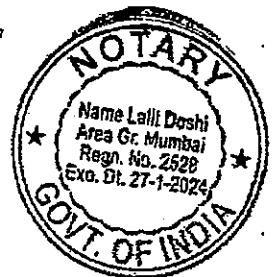
Audited

Reviewed

Divisional Accountant

Auditor

Superintendent Gazatted Officer



Advance payments for work done not yet measured			Quantity executed upto date as per measurement book	Item of work (Grouped under sub heads or sub work of estimate)	Rate	Unit	Payment on the basis of actual measurement		Remarks (with reasons for delay in adjustment of payments shown in column (1))	
Total as per previous bill	Since previous bill	Total upto date					Upto date	Since Previous bill		
1	2	3	4	5	6	7	8	9	10	11
			54363.33	ITEM NO.(1):- Providing and applying tack coat on the prepared surface heating by fumes in Boiler and spraying bitumen with sprayer on Dry / Hungry B.T. surface 3 kg/10 sqm. (VG-30 bulk bitumen rates are considered to arrive at rates).	14.58	Sqmt	938417.3514	938417.3514	938417.35	
			23553.71	ITEM NO.(2):- Providing and constructing 50 mm. thick Modified Penetration Macadam (MPM) road surface including all materials, preparing the existing road surface, spreading 40mm. stone metal layers 30% crusher broken metal + 70% Hand broken (by breaking rubble obtained by blasting) heating and spraying the bitumen of specified grade @ 1.75 kg/sqm, spreading 12mm. size chips compacting with static roller having weight 8 to 10 MT. to achieve the desired degree of compaction as per Technical Specification Clause 506 etc. complete. Including picking of existing WBM surface. (VG-30 bulk bitumen rates are considered to arrive at rates)	P.R. 204.30 215.06	Sqmt	4832452.953	4832452.95	4832452.95	



938417

5114.17



I-2

111

# ANNEXURE "27"

J.2

WORK - 253049201 -  
GST - 30365906 -

## PART IV - MEMORANDUM OF PAYMENTS

2,83,41,510/-

Figures for work abstract		Rs.		P.	
Rs.	P.				
Total value work actually measured as per para 1, column 8, Entry (A)					
Total up-to-date advance payment for work not yet measured as per part I, column 3, Entry(B)					
Total up-to-date secured advances on security of materials as per part II, column 8, Entry (C)					
Total [Item 1 + 2 + 3]					
Deduct - amounts withheld					
Total		16841510/-			
with help -					
Rs.					
P.					
(a) From previous bill as per last running account bill					
(b) From this bill					
6. Balance i.e. up-to-date payments					
7. Total amount of payments already made as per entry (K) of last running account Bill No. of forwarded with account for					
8. Payments now to be made as detailed below					
(a) By recovery of amount creditable to this work					
1) Security Deposit		Rs. 165000/-			
2) Income Tax		Rs. 56230/-			
3) Surcharge		Rs. ....			
4) Education Cess		Rs. 283415/-			
5) VAT/GST		Rs. 283415/-			
6) Insurance		Rs. ....			
7) Upakar		Rs. 283415/-			
8) Part (V) Remark		Rs. ....			
9) Royalty Charge		Rs. ....			
10) Other Charges		Rs. ....			
Total 5(b) + 8(a)		(G) 115000/-			
(b) By recovery of amount creditable to other work or heads of accounts					
(c) By cheque		115000/-			
Total 8(b) + (c)		(H) 115000/-			
Pay Rs. ( )		740000/-			

Here specify the net amount payable (Item 8(c)) Dated initials of the disbursing office

Received Rs. 2834150/- Passed for Rs. 2834150/- & Pay by Cheque Rs. 2,67,59,485/-  
Memorandum on account of this work (Rupees 200 crore six lakhs 59 thousand 485 only)

Dated 14/1/2020

Witness Executive Engineer Jawhar (P.W.) Division, Jawhar, Dist. Palghar.

Paid by me, vide Cheque No. Dated

Dated initials of the person actually making the payments

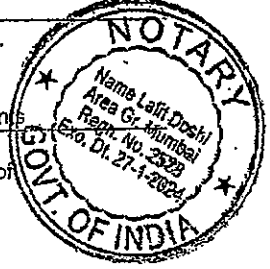
### PART V - REMARKS

This space is required for the disbursing officer or the divisional officer may wish to record in respect of the execution of the work check of measurements of the state of contractors accounts

Passed for Rs. 11500000/- & Pay by Cheque Rs. 1,07,60,000/-  
(Rupees 100 crore seven lakhs six thousand only)

14/1/2020

Executive Engineer Jawhar (P.W.) Division, Jawhar, Dist. Palghar.



## ANNEXURE "28"

देयक



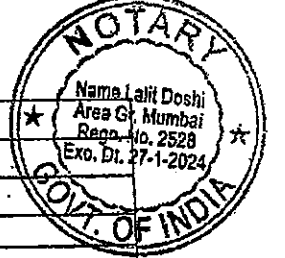
3421492811461910059

DEPARTMENTAL CMP

देयक प्राधिकारपत्र सन २०१९ २०२०

दिनांक २३/०४/२०२० पर्यंत वैध

प्राधिकारपत्र क्रमांक	3421492811461910059	दिनांक	14/01/2020			
व्यवहार नोंद क्रमांक	439	प्रमाणक क्रमांक	54			
विल्ला क्रमांक		देयक क्रमांक				
आहरण व संचितरण अधिकारी संकेतांक	1605003421	पदनाम	EX.ENGR. SUB.DN ENGR P.W.D.SUB DN JAWAHAR			
टॅन क्रमांक	PNEE01899C					
कोषागार / उपकोषागार संकेतांक व नाव	1605 - JAWHAR					
योजना संकेतांक	30540819 / 80/190/(00)(03) GOVT. SHARE IN THE ROAD, BRIDG DUE TO PRIVAT ON BUILD, OPERAT AND TRANFER BASIS					
तपशीलवार शीर्ष	53 / MAJOR WORKS					
देयक प्रकार						
देयकाची स्थूल रक्कम	11500000	एकूण वार्षिक अनुदान	58632000			
वजातीची रक्कम	740000	हे देयक धरून झालेला खर्च	30803093			
देयकाची निव्वळ रक्कम	10760000	शिल्लक अनुदान	27828907			
प्राप्तकर्त्याचा तपशील						
नाव	पॅन क्रमांक	IFSC	बँक व शाखा	खाते क्रमांक	रक्कम	चेक क्रमांक
MAYUR CONSTRUCTION AND DEVELOPERS	xxxxxx747K	xxxxxxxx0270	INDUSIND BANK LTD,BHIWANDI	xxxxxxxx4671	10760000	0
एकूण					10760000	
प्रमाणित करण्यात येते की या देयकाद्वारे आहरीत करण्यात येत असलेली संपूर्ण रक्कम याच जिल्ह्यात खर्च करण्यात येणार आहे.						
स्वाक्षरी आहरण व संचितरण अधिकारी.						



सही

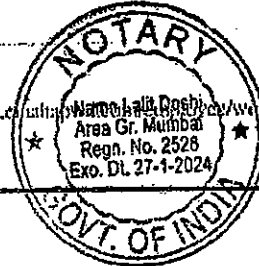
आहरण व संचितरण अधिकारी

# ANNEXURE "29"

113

Public Works Department

<https://online.dtp.e Maharashtra Govt. Area Gr. Mumbai Regn. No. 2528 Exp. Dt. 27-1-2024>



By Regd Post with A.D./By arial



## GOVERNMENT OF MAHARASHTRA OFFICE OF THE EXECUTIVE ENGINEER Public Works Division, Jawhar

E-mail:- jawhar.es@mahapwd.com  
Outward No. :- FWD/JWR/TC/1672

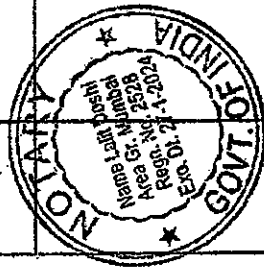
Tel. No. 0252622236  
Date : 10-07-2020

### WORK ORDER

<p>To,</p> <p>M/s. Jat Bharat Constructions, Prop- M/s. Jat Bharat Constructions, B 19/20 Woodland Complex Furniture Bazar Ulhasnagar, Dist. Thane-421003 - E-mail : jbcitane@yahoo.com</p>	
Subject :-	Repairs to Wada Bhiwandi Road SH-35 Km 49:000 to 59:000, Tal.Wada, Dist. Palghar (Potholes filling before monsoon)
Reference :-	1) Tender Notice No 03/01 For 2020-21 and tender No 2/20_PWA_372232_1 2) Your Tender Opened on Date 12-08-2020 3) This office Letter No. 1668 dated 09-07-2020 4) Thane(P.W.) Circle, Thane letter No. 1829 dated 08-07-2020 5) Your Office letter No Nil dated 10-07-2020
<p>This office has received maintenance of the initial Security Deposit Rs 200,000.00/- (Rs Two Lakh Ninety Thousand ) in the form of FDR No. 0159687 Dt. 27-06-2020 of The Kalyan Janata Sahakari Bank Ltd. Ulhasnagar-2 Branch for Rs 200,000.00/- (Valid for period From 27-06-2020 to 27-06-2021) and Performance Security Deposit of Rs 8,102,000.00/- (Rs Eighty One Lakh Two Thousand Only) in the form of FDR No. 14782205 Dt. 18-06-2020 of ICICI Bank Thane-Ulhasnagar Branch for Rs 8,102,000.00/- (Valid for period From 18-06-2020 to 18-06-2021) for total Rs 8,302,000.00/- of your tender / negotiated offer for the above work at 25% Below the estimated cost of Rs 28,932,102.00/- (Rs Two Crore Eighty Nine Lakh Thirty Two Thousand One Hundred Two only) put to tender is hereby accepted on behalf of Governor of Maharashtra. (The accepted offer is 25% Below the contract cost of Rs 21,409,755.48/-).</p> <p>1) Your attention is also invited to take out necessary Insurance Policy / Policies as decided by the Directorate of Insurance 2) Your attention is also invited to take out necessary labour licenses from concerned district labour offices. 3) You are also requested to furnish the programme of work along with bar chart within 15 days. Your tender for the work, as accepted above, shall herein after be referred as the contract Agreement No B1/CE/93 For 2020-21.</p> <p>You are therefore requested to start the work immediately in consultation with the Sub Divisional Engineer, P.W. Sub Division Wada, who is incharge of the work and see that the same should be completed within 30 calendar Days including monsoon. The DLP period is 12 calendar Months. Kindly acknowledge the receipt of the same.</p>	
	<p>PAN No : AANPC6998A 202007101829330207APES6F</p>
<p>Executive Engineer Public Works Division, Jawhar</p>	
<p>This is system generated work order, hence doesn't require signature from the authorised officer.</p>	
<p>1) Copy submitted to the Accountant General, Maharashtra for information please. 2) Copy submitted to the Directorate of Insurance for information please. 3) Copy submitted to the Labour Commissioner / District Labour Officer for information please. 4) Copy submitted to the Superintending Engineer, Thane(P.W.) Circle, Thane for information please. 5) Copy submitted to Superintending Engineer, Vigilance and Quality Control, Kankar for information please. 6) Copy forwarded to the Sub Divisional Engineer, P.W. Sub Division Wada for information and necessary action. 7) Copy to Auditor in Divisional Office for information and necessary action.</p>	



Advance payment for work done not yet measured.		Quantity executed up-to-date as per measurement Book.	Item of work (Grouped under Sub Heads or Sub-Work of Estimates	Rate	Unit	Payment on the basis of Actual Measurement.		Remarks (with reasons for delay in adjusting payments shown in column (f))
Total as per previous Bill	Since Previous Bill					Up to date	Since Previous Bill	
1	2.	3.	5.	6	7.	8.	9.	10.
		22027.40	ITEM NO.(1)- Providing and applying tack coat on the prepared surface heading by fumes in Boiler spraying bitumen with sprayer on dry hungry BT surface 3 kg/Sqmt VG-30 bulk bitumen	14.55	Sqmt	320498.67	320498.67	
		21351.34	ITEM NO.(2)- Providing and constructing 75 millimetre thick Modified Penetration Macadam (MPM) road surface including all materials preparing the existing road surface spreading 40 millimetre stone metal layers 30% crusher broken metal+70% hard broken by breaking rubble obtained by blasting treating and spraying the bitumen of VG-30 grade @ 1.75 kg/Sqm spreading 12mm size chips compacting with static roller having weight 8 to 10 MT to achieve the desired degree of compaction as per technical specification clause 506 etc complete including picking of existing WBM surface.	253.83	Sqmt	5419610.63	5419610.63	
		667.90	ITEM NO.(3)- Open Graded Premix surfacing Providing and laying OGC 20 mm thickness composed of 13.2mm to 5.6mm aggregates premixed with bituminous binder transported to site with VTS laid over a previously prepared surface finished to the required grade level alignment and rolling to achieve the desired compaction VG-30 bitumen including providing and laying seal coat sealing voids cross fall using type a seal coat but excluding primer tack coat for bitumen VG-30 bulk using drum mix type hot mix plant with SCADA paver and vibratory roller.	6480.90	Sqmt	4328593.11	4328593.11	





# ANNEXURE "31"

117

By Regd. Post with A.D./By email



## GOVERNMENT OF MAHARASHTRA OFFICE OF THE EXECUTIVE ENGINEER P.W.Division No. 1, Thane

E-mail:- thane1.ee@mahapwd.com

Tel. No. 02225369293

Outward No. :- Pwd/Thane1/Tender/3817

Date : 30-09-2020

### WORK ORDER



To,

M/s. Mayur Construction & Developers,  
Prop- Mrs. Sandeep Thakare,  
At House NO 171, Gorsai Road Savande Village, Taluka Bhiwandi Dist Thane  
E-mail : sandeepthakare34@gmail.com

**Subject :-** Routine Maintenance Work Wada To Bhiwandi Road State Highway No.35 Kilometre No.89/000 to 89/000 and Vadpe Nimbavali Bhinar Road (SH-84) between Km.50/300 to 54/400, in Taluka Bhiwandi, District Thane.

**Reference :-**

- 1) Tender Notice No 01(02) 2020-21 and tender No 2020\_PWR\_575722\_2
- 2) Your Tender Opened on Date 21-07-2020
- 3) This office Letter No. 2472 dated 23-07-2020
- 4) Thane(P.W.) Circle,Thane letter No. 1962 dated 22-09-2020
- 5) Your Office letter No 000 dated 30-09-2020

This office has received remittance of the initial Security Deposit Rs 202,000.00/- (Rs Two Lakh Two Thousand ) in the form of FDR No. 300763487194 Dt. 27-07-2020 of IndusInd Bank Ltd. (Branch Bhiwandi) for Rs 202,000.00/- (Valid for period From 27-07-2020 to 23-01-2021) and Performance Security Deposit of Rs 8,790,000.00/- (Rs Eighty Seven Lakh Ninety Thousand Only) in the form of FDR No. 300763500312 (27.07.2020), 300727495081 (25.02.2020) Dt. 25-02-2020 of IndusInd Bank Ltd. (Branch Bhiwandi) for Rs 8,790,000.00/- (Valid for period From 25-02-2020 to 25-02-2021) for total Rs 8,992,000.00/- of your tender / negotiated offer for the above work at 23%Below the estimated cost of Rs 39,951,545.00/- (Rs Three Crore Ninety Nine Lakh Fifty One Thousand Five Hundred Forty Five only) put to tender is hereby accepted on behalf of Governor of Maharashtra. (The accepted offer is 23% Below the contract cost of Rs 30,762,689.65/-).

- 1) Your attention is also invited to take out necessary Insurance Policy / Policies as decided by the Directorate of Insurance
  - 2) Your attention is also invited to take out necessary labour licenses from concerned district labour offices.
  - 3) You are also requested to furnish the programme of work along with bar chart within 15 days.
- Your tender for the work, as accepted above, shall herein after be referred as the contract Agreement No B1/EE/11 for 2020-21.

You are therefore requested to start the work immediately in consultation with the Sub Divisional Engineer, P.W.Sub-Division, Bhiwandi, who is incharge of the work and see that the same should be completed within 12 calendar Months including monsoon. The DLP period is 12 calendar Months.  
Kindly acknowledge the receipt of the same.



PAN No : AAPFM2747K  
20200930152143UG3V910SMT  
CRCNo.:30540819-53

Executive Engineer  
P.W.Division No. 1, Thane

This is system generated work order, hence doesn't require signature from the authorised officer.

- 1) Copy submitted to the Accountant General, Maharashtra for information please.
- 2) Copy submitted to the Directorate of Insurance for information please.
- 3) Copy submitted to the Labour Commissioner / District Labour Officer for information please.
- 4) Copy submitted to the Superintending Engineer, Thane(P.W.) Circle,Thane for information please.
- 5) Copy submitted to Superintending Engineer, Vigilance and Quality Control,Konkan for information please.
- 6) Copy forwarded to the Sub Divisional Engineer, P.W.Sub Division, Bhiwandi for information and necessary action.
- 7) Copy to Auditor in Divisional Office for information and necessary action.

# ANNEXURE "32"

12/11/2019

## GOVERNMENT OF MAHARASHTRA OFFICE OF THE EXECUTIVE ENGINEER P.W. Division No. 2, Thane

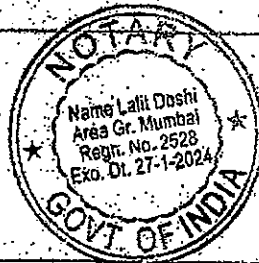
E-mail: thane2ee@mahapwd.com  
Outward No. PWD2/THANE/TENDER/9307

Tel. No. 02225361393

Date: 29-11-2019

### WORK ORDER

To, **NIS Technogem Consultants Pvt. Ltd.**  
Prop. Smt. Ulfas S. Kalgutkar  
Office No. 803, 8th Floor, B-Wing, Lodha Supermus II,  
Road No. 22, Near New Passport office,  
Wagle Estate, Thane (W)-400604.  
E-mail: technogem@technogem.com



**Subject:** Consultancy Services for preparation of DPR for Renewal/Strengthening of 4 laned road; Balance work of widening of 2 lane to 4 of Manor-Wada (SH-34) Km 29/550 to 53/800 & Wada Bhirwandi (SH-35) Km 49/000 to 89/070 & Construction of Bhirwandi Bypass etc.

**Reference:**

- 1) Executive Engineer, P.W. Division, Jawhar office letter No.P.W./Dn.Jawhar/TENDER/5807, Dt:25/10/2019
- 2) Government of Maharashtra Letter No. 3135/2019/अ.क.२२/रस्त.१ अ. दि. ११/११/२०१९
- 3) Marathi Letter from the Chief Engineer, P.W. Region, Konkan, Mumbai No. मुअ(का)/परिमंडल/३६२१, दि. २०/११/२०१९
- 4) Executive Engineer, P.W. Division, Jawhar letter No.P.W./Dn.Jawhar/TENDER/6158/2019, Dt: 28/11/2019

The Acceptance proposal was submitted to Superintending Engineer, P.W. Circle Thane by above referred letter No.1. By above referred letter No.2, proposal was accepted by the PWD in Government of Maharashtra. By above referred letter No.3, the work was transferred to this division by Chief Engineer, P.W. Region, Konkan, Mumbai. The tender document for the work was received by this office by above referred No.4

This office has received remittance of the Performance Security Rs. 10,00,000.00/- (Rs Ten Lakh) in the form of BGR No. 01301900128 Dt: 29/11/2019 of Corporation Bank, Thane for Rs. 10,00,000.00/- (Valid for period from 29-11-2019 to 28-02-2021) (i.e. 5% of contract price of Rs. 1,99,90,000/- + GST in word Rupees One crore Ninety Nine Lakh only) received to this office as per clause No.17.4 of REP.

- 1) No price escalation payment clause has been provided in contract agreement.
  - 2) It is requested to start the work as per the tender stipulations. The period of completion the work is 90 days from the date of work order.
  - 3) You are also requested to furnish the programme of work along with bar chart within 15 days.
- Your tender for the work as accepted above shall herein after be referred as the contract Agreement No. **CONSULTANCY/HO/01/For 2019-2020**

You are therefore requested to start the work immediately in consultation with the Assistant Engineer Grade-I, P.W. Sub-Division Bhirwandi who is in charge of the work and see that the same should be completed within 03 calendar Months including provision of time.

I solemnly acknowledge the receipt of the same.

REPLY NO. MAAC/22/11  
Executive Engineer  
P.W. Division No. 2, Thane

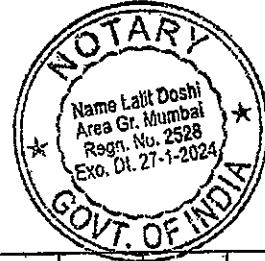
- 1) Copy submitted to the Government of Maharashtra for information please.
- 2) Copy submitted to the Chief Engineer, P.W. Region, Konkan for information please.
- 3) Copy submitted to the Superintending Engineer, Thane P.W. Circle, Thane for information please.
- 4) Copy submitted to the Executive Engineer, P.W. Division, Jawhar for information please.
- 5) Copy submitted to Superintending Engineer, Vigilance and Quality Control, Konkan for information please.
- 6) Copy forwarded to the Assistant Engineer Grade-I, P.W. Sub-Division Bhirwandi for information and necessary action.
- 7) Copy of report submitted to the mail of the office for information and necessary action.

# ANNEXURE "33"

119

Estimate - Manor Wada

Total length of road	24.270 Km
Length of overlay portion (existing 4 lane)	15.675 Km
Length of widening portion (Widening + overlay) (existing 2 lane)	8.595 Km



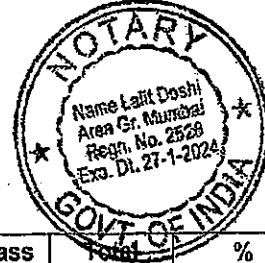
Sr. No.	Item Description	No.	Length (m)	Breadth (m)	Depth (m)	Quantity	Unit	Rate (Rs.)	Amount (Rs.)
1	Clearing & grubbing road width								
	For widening portion	2.0	8595.0	9.0		154710.0	Sqm	11.0	1701810.00
2	Excavation in soil for roadway	2.0	8595.0	7.0	1.0	120330.0	Cum	297.0	35738010.00
3	Conveying excavated material for embankment const.	1.0	120330.0	0.4		48132.0	Cum	165.0	7941780.00
4	Earthwork In Embankment	2.0	8595.0	7.0	0.30	36099.0			
	Earthwork in Subgrade	2.0	8595.0	7.0	0.50	60165.0			
	Shoulder	2.0	8595.0	area	0.42	7219.8			
	Median filling	1.0	8595.0	2.0	0.25	4297.5			
					Total	107781.3			
					less	-48132.0			
					Net	59649.3	Cum	907.0	54101915.10
5	P & L GSB	2.0	8595.0	7.0	0.260	31285.8	Cum	2255.0	70549479.00
6	L & L WMM	2.0	8595.0	4.25	0.250	18264.4	Cum	2265.0	41368809.38
7	P & A Prime coat	2.0	8595.0	4.25		73057.5	Sqm	21.0	1534207.50
8	P & A Tack coat over granular surface	2.0	8595.0	4.25		73057.5	Sqm	11.5	840161.25
9	P & A tack coat over bituminous surface								
	For widening portion for DBM	2.0	8595.0	3.00		51570.0			
	For widening portion for BC	2.0	8595.0	7.50		128925.0			
	For overlay portion for DBM	2.0	15675.0	7.50		235125.0			
	For overlay portion for BC	2.0	15675.0	7.50		235125.0			
					Total	650745.0	Sqm	11.5	7483567.50
10	P & L DBM								
	For widening portion	2.0	8595.0	7.50	0.130	16760.3			
	For overlay portion	2.0	15675.0	7.50	0.065	15283.1			
					Total	32043.4	Cum	7005.0	224463841.88
11	P & L BC								
	For widening portion	2.0	8595.0	7.50	0.040	5157.0			
	For overlay portion	2.0	15675.0	7.50	0.040	9405.0			
					Total	14562.0	Cum	7300.0	106302600.00
12	P & F Kerb for median								
	For widening portion	2.0	8595.0			17190.0	Rml	467.0	8027730.00
13	P & A Thermoplastic road marking paint								
	Edge Marking	4.0	24270.0	0.15		14562.0			
	Centerline marking	2.0	14562.0	0.10		2912.4			
					Total	17474.4	Sqm	666.0	11637950.40
								Total	571691862.01
									57.17 Cr.
	Add for balance work of approaches of major Bridges & structures								6.00 Cr.
								Total	63.17 Cr.

## Estimate - Wada Bhiwandi

Total length of road	38.7 Km
Overlay portion (existing 4 lane)	26.7 Km
Reconstruction (existing 4 lane portion)	8.0 Km
Reconstruction (existing 2 lane portion)	4.0 Km



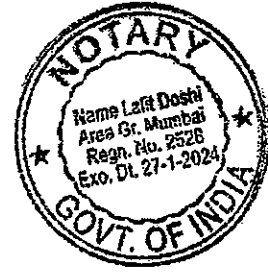
Sr. No.	Item Description	No.	Length (m)	Breadth (m)	Depth (m)	Quantity	Unit	Rate (Rs.)	Amount (Rs.)
1	Clearing & grubbing road width								
	For reconstruction portion existing 2 L road	2.0	4000.0	9.0		72000.0	Sqm	11.0	792000.00
2	Dismantling of existing Bituminous pavement								
	For reconstruction portion existing 2 L road	1.0	4000.0	8.0	0.2	6400.0			
	For reconstruction portion existing 4 L road	1.0	8000.0	15.0	0.2	24000.0			
					Total	30400.0	Cum	375.0	11400000.00
2	Excavation in soil for roadway								
	For reconstruction portion existing 2 L road	1.0	4000.0	12.0	1.2	57600.0			
	For reconstruction portion existing 4 L road	1.0	8000.0	20.0	1.2	192000.0			
					Total	249600.0	Cum	297.0	74131200.00
3	Conveying excavated material for embankment const.	1.0	249600.0	0.4		99840.0	Cum	165.0	16473600.00
4	Earthwork in Embankment	1.0	12000.0	24.0	0.30	86400.0			
	Earthwork in Subgrade	1.0	12000.0	23.0	0.50	138000.0			
	Shoulder	2.0	12000.0	area	0.42	10080.0			
	Median filling	1.0	12000.0	2.0	0.25	6000.0			
					Total	240480.0			
					less	-99840.0			
					Net	140640.0	Cum	907.0	127560480.00
5	P & L GSB	1.0	12000.0	23.0	0.280	71760.0	Cum	2265.0	161818800.00
6	L & L WMM	1.0	12000.0	15.5	0.250	46500.0	Cum	2265.0	105322500.00
7	P & A Prime coat	1.0	12000.0	15.5		186000.0	Sqm	21.0	3906000.00
8	P & A Tack coat over granular surface	1.0	12000.0	15.5		186000.0	Sqm	11.5	2139000.00
9	P & A tack coat over bituminous surface	1.0	12000.0	15.0		180000.0	Sqm	11.5	2070000.00
10	P & L DBM								
	For reconstruction portion	1.0	12000.0	15.0	0.130	23400.0			
	For overlay portion	1.0	26700.0	15.0	0.065	26032.5			
					Total	49432.5	Cum	7005.0	345274662.50
11	P & L BC								
	For reconstruction portion	1.0	12000.0	15.0	0.040	7200.0			
	For overlay portion	1.0	26700.0	15.0	0.040	16020.0			
					Total	23220.0	Cum	7300.0	189506000.00
12	P & F Kerb for median								
	For reconstruction portion	2.0	12000.0			24000.0	Rmt	467.0	11208000.00
13	P & A Thermoplastic road marking paint								
	Edge Marking	4.0	38700.0	0.15		23220.0			
	Centerline marking	2.0	23220.0	0.10		4644.0			
					Total	27864.0	Sqm	666.0	18557124.00
								Total	1051159666.50
								Total	105.12 Cr.



## RECAPITULATION SHEET

Sr. No.	Description	Bhiwandi Bypass	Total	%
		Length (Km)	Amount	Weightage w.r.t Total Civil Cost
		7.700	in Crore	
<b>I</b>	<b>Civil Construction Cost of Work</b>			
1	Site Clearance and Dismantling	1,23,94,664	1.24	1.00
2	Earthwork	14,01,10,508	14.01	11.35
3	Granular Base Course and Sub base	6,23,60,809	6.24	5.05
4	Pavement	42,45,09,658	42.45	34.38
5	Drainage and Protective Works	37,72,64,989	37.73	30.56
6	Road Furniture	1,46,12,290	1.46	1.18
7	Culverts (Pipe/ Box/ Slab Culverts)			
	7A) Pipe / Box Culvert	23812608	2.38	1.93
	7B) Slab Culvert	57803754	5.78	4.68
8	Structure (MNB / MJB / Flyover)			
	8A) Minor Bridge	24358305	2.44	1.97
	8B) Major Bridge (Incomplete)	35678739	3.57	2.89
	8C) Major Bridge (R & R)	0	0.00	0.00
	8D) Flyover	0	0.00	0.00
9	Repairs & Rehabilitation	0	0.00	0.00
10	Miscellaneous	3,14,10,308	3.14	2.54
11	Royalty	2,62,39,587	2.62	2.13
12	Quality Control Testing	40,47,300	0.40	0.33
<b>A</b>	<b>Total Civil Construction Cost of Work = Rs.</b>	<b>1,23,46,03,520</b>	<b>123.46</b>	<b>100.00</b>
	<b>Add GST@12% (A x 0.12)</b>	<b>14,81,52,422</b>	<b>14.82</b>	
<b>B</b>	<b>Total Civil Construction Cost including GST (Rs.)</b>	<b>1,38,27,55,942</b>	<b>138.28</b>	
<b>C</b>	Maintenance during construction (1.5% of civil works i.e. 0.015 x B) (Rs.)	2,07,41,339	2.07	
<b>D</b>	Total cost of work including cost of maintenance work (B + C) (Rs.)	1,40,34,97,282	140.35	
<b>E</b>	Contingency 3.0% on D	4,21,04,918	4.21	
<b>F</b>	<b>Total EPC Cost (D + E)</b>	<b>1,44,56,02,200</b>	<b>144.56</b>	
<b>G</b>	Authority's Engineer Charges / Pre-operative Expenses (1.5% of EPC cost)	2,16,84,033	2.17	
<b>H</b>	Financing Charges (2% of Debt)	0	0.00	
<b>I</b>	Escalation during Construction (5% per year of EPC Cost)	15,43,84,701	15.44	
<b>J</b>	Interest during Construction (IDC)	0	0.00	
<b>K</b>	<b>Total project cost (TPC) (F+G+H+I+J)</b>	<b>1,62,16,70,934</b>	<b>162.17</b>	

Sr. No.	Description	Bhiwandi Bypass	Total	%
		Length (Km)	Amount	Weightage
		7.700	in Crore	w.r.t Total Civil Cost
L	Utility Shifting @ Rs. 500000/- per Km	38,50,000	0.39	
M	Land Acquisition	25,00,00,000	25.00	
N	Tree Cutting	3,85,000	0.04	
O	Earlier outstanding amount			
P	<b>Overall Project Cost (OPC)</b> (K+L+M+N+O)	<b>1,87,59,05,934</b>	<b>187.59</b>	



# ANNEXURE "34"

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DEPARTMENTAL CMP

देयक प्राधिकारपत्र सन २०१९, २०२०

दिनांक २३/०१/२०२० पर्यंत वैध

प्राधिकारपत्र क्रमांक	3421422811461910547	दिनांक	14/01/2020			
व्यवहार नोंद क्रमांक	437	प्रमाणक क्रमांक	52			
विल्ला क्रमांक		देयक क्रमांक				
आहरण व संचितरण अधिकारी संकेतांक	1605003421	पदनाम	EX.ENGR SUB.DN ENGR P.W.D.SUB DN JAWAHAR			
टॅन क्रमांक	PNEE01899C					
कोषागार / उपकोषागार संकेतांक व नाव	1605 - JAWHAR					
योजना संकेतांक	30540819 / 80/190/(00)(03) GOVT. SHARE IN THE ROAD, BRIDG DUE TO PRIVAT ON BUILD, OPERAT AND TRANFER BASIS					
तपशीलवार शीर्ष	53 / MAJOR WORKS					
देयक प्रकार						
देयकाची स्थूल रक्कम	4696400	एकूण वार्षिक अनुदान	58632000			
वजातीची रक्कम	238800	हे देयक धरून झालेला खर्च	7277117			
देयकाची निव्वळ रक्कम	4457600	शिल्लक अनुदान	51354883			
प्राप्तकर्त्याचा तपशील						
नाव	पॅन क्रमांक	IFSC	बँक व शाखा	खाते क्रमांक	रक्कम	चेक क्रमांक
TECHNOGE M CONSULTANTS PVT LTD	xxxxxx221D	xxxxxxx0146	HDFC BANK LTD.,MUMB AI - THANE (WEST)	xxxxxxxxxx0056	4457600	0
एकूण					4457600	
प्रमाणित करण्यात येते की या देयकाद्वारे आहरीत करण्यात येत असलेली संपूर्ण रक्कम याच जिल्ह्यात खर्च करण्यात येणार आहे.						
स्वाक्षरी आहरण व संचितरण अधिकारी.						



सह

आहरण व संचितरण अधिकारी

**BEFORE THE SOLE ARBITRATOR  
HON'BLE MR. NARESH PATIL  
(FORMER CHIEF JUSTICE OF THE BOMBAY HIGH  
COURT)**

**IN THE MATTER OF ARBITRATION BETWEEN  
SUPREME MANOR-WADA-BHIWANDI  
INFRASTRUCTURE PRIVATE LIMITED**

**... Claimant**

**AND**

**STATE OF MAHARASHTRA & ORS.**

**... Respondents**

**COMPILATION OF DOCUMENTS IN SUPPORT OF  
AFFIDAVIT OF EVIDENCE OF THE RESPONDENTS  
IN LIEU OF EXAMINATION IN CHIEF**

**DATED 19<sup>TH</sup> DAY OF AUGUST, 2021**

**KADAM & COMPANY**  
Advocates for Respondents  
305-306, 3<sup>rd</sup> Floor, Yusuf Building,  
M. G. Road, Fort,  
Mumbai 400 001.